



ROBERT RYANS
Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE BRATHWAITE BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

June 17, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION TO ACCEPT REFUGEE TARGETED ASSISTANCE (TA) AND
REFUGEE EMPLOYMENT SOCIAL SERVICES (RESS) FUNDING FOR
FISCAL YEAR (FY) 2003-04 AND AUTHORIZATION TO CONTRACT FOR
PROVISION OF REFUGEE EMPLOYMENT PROGRAM (REP) SERVICES
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Community and Senior Services (CSS), or his designee, to accept an estimated allocation of \$1,801,213 in TA funding and \$2,900,583 in RESS funding for a total of \$4,701,796 from the California Department of Social Services (CDSS) for FY 2003-04 contingent upon the final allocations received from the Federal Office of Refugee Resettlement (ORR) and \$226,800 in California Work Opportunity and Responsibility to Kids (CalWORKs) Single Allocation for compliance services, for a total cost of \$4,928,596.
2. Authorize the Director, or his designee, to accept TA and RESS funding augmentations or reductions from CDSS, up to 25% of the original allocation, provided that the Director notifies the Board of Supervisors and the Chief Administrative Office (CAO) in writing within ten (10) working days of acceptance.
3. Authorize the Director, or his designee, to execute contracts in substantially similar form to Attachment B, with the twelve (12) service providers shown on Attachment A and in the amounts indicated for the provision of REP, after County Counsel approval as to form, effective July 1, 2003 or upon date of Board approval, whichever is later, through June 30, 2004. The cost of the contracts is fully financed using TA, RESS, and CalWORKs Single Allocation funding.
4. Authorize the Director, or his designee, to execute contract amendments in substantially similar form to Attachment C, to increase or decrease contract

amounts based on contractor performance and availability of funding provided that: (a) the amount of change does not exceed 25% of the original contract amount; (b) approval of County Counsel and the Chief Administrative Office (CAO) is obtained prior to any such amendment; and (c) the Director confirms in writing to the Board of Supervisors and the CAO within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions are necessary to continue REP in FY 2003-04. At this time, the final funding amount from the State is not available. Therefore, the REP contract award amounts to the twelve (12) service providers shown on Attachment A are estimated allocations.

The program provides case management, employment/training, and placement services to refugees residing in the United States for less than five (5) years, asylees, Cuban and Haitian entrants, and victims of trafficking (Federal Register, 45 CFR 400.43, as amended by 65 FR 15409 on March 22, 2000), heretofore referred collectively as refugees.

The objective of the REP program is for refugees to adjust and adapt to the American workplace, learn English, find employment, and ultimately achieve self-sufficiency to end their dependence on welfare.

Implementation of Strategic Plan Goal

The recommended actions support the Countywide Strategic Plan Goal of Service Excellence.

FISCAL IMPACT/FINANCING

The projected cost of REP services in FY 2003-04 is \$4,928,596. A breakdown of the costs is provided below:

\$3,996,527	Service Providers' costs
226,800	CalWORKs Supplemental Refugee Services
<u>705,269</u>	CSS administrative costs
\$4,928,596	Total

There is no impact on the County general fund as the program is fully financed using TA, RESS, and CalWORKs Single Allocation funding. Funding has been included in the Department's FY 2003-04 Proposed Budget.

The CalWORKs Single Allocation funding is used for the compliance Supplemental Refugee Services (SRS) for CalWORKs refugee participants failing or refusing to participate in REP without good cause.

The Department of Public Social Services (DPSS) provides the SRS compliance funding to CSS through an intrafund transfer.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The twelve (12) REP contractors listed on Attachment A are private non-profit and public agencies. All contracts have been approved as to form by County Counsel.

Of the twelve contractors, one agency will have its funds held due to unresolved auditing/performance issues. CSS is currently not recommending renewing their contract; however, once the unresolved issues are adequately clarified, a determination will be made on how best to proceed with regard to this contract.

FY 2003-04 begins the third year of a three-year federal funding cycle for REP.

The Standard Terms and Conditions of the service provider contracts have been amended to incorporate recent Board mandated provisions.

CONTRACTING PROCESS

CSS conducted an open competitive Request for Proposal (RFP) process on February 12, 2001, to solicit service providers who had the proven capability to provide case management and employment services to a culturally and linguistically diverse refugee population. The RFP was listed on the County's Office of Small Business website. A total of 17 proposals were received as a result of this RFP. Thirteen (13) service providers were successful in this process. Twelve of the thirteen service providers, listed on Attachment A, are private non-profit and public agencies who have demonstrated their capacity to provide services required under the REP program and who met or exceeded the minimum mandatory requirements of the RFP. They were selected using a rating instrument, approved as to form by the Auditor-Controller that

The Honorable Board of Supervisors
June 17, 2003
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assessed and scored their ability and fiscal capacity to provide REP services under the provisions of the RFP.

This is the third year of a three-year RFP.

The minority vendor survey is included as Attachment D.

IMPACT ON CURRENT SERVICES

Approval of this Board Letter will allow for the continued provision of case management and employment services to approximately 3,500 refugees residing in the County of Los Angeles.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert Ryans", with a stylized, flowing script.

ROBERT RYANS
Director

Attachments (4)

c: David E. Janssen
Lloyd W. Pellman
Violet Varona-Lukens

REP SERVICE PROVIDER ALLOCATIONS

FY 2003-2004

For the period July 1, 2003 through June 30, 2004

	Supv. Dist.	Agency Name	TA/RESS Allocation	CalWORKs SRS Intrafund for Non-Compliance	Total FY 2003-04 Allocation
1	2,3	AFRICAN COMMUNITY RESOURCE CENTER*	64,000	-	64,000
2	1,2,3,5	ARMENIAN EVANGELICAL SOCIAL SERVICE CENTER	554,510	-	554,510
3	1,2,3,5	ARMENIAN RELIEF SOCIETY	570,482	-	570,482
4	1,2,3,4,5	CATHOLIC CHARITIES OF LOS ANGELES	823,177	226,800	1,049,977
5	2,3	CBD COLLEGE	135,905	-	135,905
6	1,2,3,4,5	CENTER FOR FAMILY SELF-SUFFICIENCY	87,938	-	87,938
7	3,5	COMMUNITY ENHANCEMENT SERVICES	64,906	-	64,906
8	1,3,5	ECONOMIC AND EMPLOYMENT DEVELOPMENT CENTER	144,000	-	144,000
9	1,2,3,5	INTERNATIONAL INSTITUTE OF LOS ANGELES	266,676	-	266,676
10	2,3	JEWISH VOCATIONAL SERVICE	347,519	-	347,519
11	1,2,3,4,5	LOS ANGELES UNIFIED SCHOOL DISTRICT	709,562	-	709,562
12	1,3,5	UNIFIED VIETNAMESE COMMUNITY COUNCIL	227,852	-	227,852
		TOTAL SERVICE PROVIDERS' COST	3,996,527	226,800	4,223,327
		CSS ADMINISTRATION COST			705,269
		TOTAL			4,928,596

*Funding on hold pending outcome of unresolved auditing/performance issues.



RESS/TA Contract No. _____

COUNTY OF LOS ANGELES

REFUGEE EMPLOYMENT SOCIAL SERVICES (RESS) PROGRAM

[A fixed Price Performance Contract for conduct and administration of the Office of Refugee Resettlement (ORR) RESS/TA Program]

This **CONTRACT** is entered into this ____ day of _____, by and between the County of Los Angeles, by and through its Department of Community and Senior Services ("**DCSS**"), hereinafter referred to as the "**COUNTY**" and _____ ("hereinafter referred to as the "**CONTRACTOR**").

RECITALS

WHEREAS, the COUNTY through its Community and Senior Services (CSS) and the State of California, Department of Social Services (CDSS) are parties to a grant from the Office of Refugee Resettlement under the statutory provisions contained in Section 412 © of the Immigration and Nationality Act, as amended by the Refugee Act of 1980 [Public Law 96-212, U.S.C. 1522 (C)], hereinafter referred to as the "Act"; the Refugee Assistance Amendment of 1982, 1986, 1989, and 1993 and Federal Action Transmittals SSA-AT-79-33 (August 24, 1979), ORR-AT-80-1 (March 1980) and ORR-AT-82-3 (October 25, 1982) and State Assembly Bills 2635 and 3254 and all applicable California State Budget Control Language.

WHEREAS, on July 1, 2002, CSS and ORR are parties to a grant to administer the Targeted Assistance Program (TA) and the Refugee Employment Social Services (RESS) Program in order to achieve the objectives of the ACT; and

WHEREAS, CSS and DPSS are parties to a memorandum of understanding (MOU) to maintain and operate a Central Intake Unit (CIU) to handle the Compliance process for refugee participants in the Supplemental Refugee Services (SRS) Program who fail or refuse to participate in the SRS Program without good cause; and

WHEREAS, in accordance with the ACT the COUNTY has accepted a RESS grant to serve the public by providing services directly related to economic self-sufficiency and reduced dependency on public assistance to the refugee, asylee, Cuban and Haitian entrant population of the COUNTY, in partnership with the Board of Supervisors of the County of Los Angeles (hereinafter referred to as the "Board of Supervisors", and also known as Chief Local Elected Officials - CLEOs), and

WHEREAS, in accordance with ORR, a Cuban and Haitian entrant is defined as: (a) Any individual granted parole status as a Cuban/Haitian Entrant (Status Pending) or granted any other special status subsequently established under the immigration laws for nationals of Cuba or Haiti, regardless of the status of the individual at the time assistance or services are provided; and (b) Any other national of Cuba or Haiti (1) Who: (i) Was paroled into the United States and has not acquired any other status under the Immigration and Nationality Act; (ii) Is the subject of exclusion or deportation proceedings under the Immigration and Nationality Act; or (iii) Has an application for asylum pending with the Immigration and Naturalization Service; and (2) With respect to whom a final, nonappealable, and legally enforceable order of deportation or exclusion has not been entered, and

WHEREAS, in accordance with the MOU CSS has established a Central Intake Unit (CIU) to perform the duties of non-compliance for the COUNTY, in partnership with the Board of Supervisors.

WHEREAS, CSS has the authority to enter this contract pursuant to Government Code, Section 26227, and

WHEREAS, the agreement between ORR and the Community and Senior Services Department of Los Angeles County (hereinafter referred to as "CSS") established the responsibility for administering, and recommending contractor funding for review and approval by the Board of Supervisors, and

WHEREAS, CONTRACTOR desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing, language capability, and facilities to provide services.

NOW THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the RESS and TA Programs as administered by the County of Los Angeles, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS.

(a) This CONTRACT consists of this four (4)-page document, and the following exhibits and attachments, inclusive:

- (1) Standard Terms and Conditions (Exhibit A)
- (2) Mandated Program Requirements (Exhibit B)
- (3) Statements of Work (Exhibit C)
 - Pre-Employment Training (PET)
 - Pre-Employment Language Training (PELT)
 - Selective Training and Employment Project/R (STEP/R)
 - Job Readiness/Job Search Training
 - Customized Employer Linked Training (CELT)
 - Vocational Skills Training (VST)
 - Work Experience Training (WEX)
 - Selective Training and Employment Project/C (STEP/C)
 - Aid to Family Self-Sufficiency (AFSS)
 - Employment Support Services (ESS)
 - Off Aid
 - Support Services (SS)
 - Central Intake Unit (CIU)
 - Vocational Health Assessment Project (VHAP)
- (4) Required Documents and Applicable Forms (Exhibit D)
- (5) Performance Requirement Summary (Exhibit E)
- (6) Budget Forms (Exhibit F)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this four (4) paged document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of Exhibit A to this CONTRACT.

SECTION 2. CONTRACTOR'S OBLIGATIONS.

(a) CONTRACTOR shall comply with all terms and conditions of this CONTRACT (including all terms contained in the exhibits hereto), and those imposed and required by ORR, COUNTY and State law provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the State).

(b) In addition to other obligations set forth in this CONTRACT, and subject to County oversight, the CONTRACTOR shall perform those activities identified in the Statement of Work (Exhibit C).

SECTION 3. COUNTY OBLIGATIONS.

(a) The County agrees to reimburse CONTRACTOR for provision of services identified in the Statement of Work (Exhibit C) in accordance with relevant invoicing policies and procedures set forth in this CONTRACT; provided, however, that the amount obligated and paid to the CONTRACTOR by the COUNTY from the ORR grant, to administer the Targeted Assistance (TA) and the Refugee Employment Social Services (RESS) Program and the CalWORKs grant to administer the Compliance services shall not exceed _____ dollars (\$_____.00) during the term of this CONTRACT.

SECTION 4. TERM. The term of this CONTRACT shall commence on July 1, 2003 and terminate no later than June 30, 2004 except as otherwise provided herein. All costs shall be accrued during this CONTRACT period.

SECTION 5. NOTICES/AUTHORIZED SIGNATURES.

(a) Notices: Unless otherwise set forth in this CONTRACT, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(a) County of Los Angeles
Robert Ryans, Director
Department of Community and Senior Services
3175 West Sixth Street
Los Angeles, CA 90020-1798

(b) CONTRACTOR

Attention: _____

(c) **Authorized Signatures.** Person(s) authorized to sign CONTRACTOR's Reimbursement Requests:

_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Typed Name)	_____ (Typed Name)
_____ (Title)	_____ (Title)

IN WITNESS WHEREOF, the County of Los Angeles, has caused this Contract to be subscribed on its behalf by the Director of Community and Senior Services, or his designee, and the CONTRACTOR has subscribed the same through its authorized officer, the day, month and year first above written. The

person signing on behalf of the CONTRACTOR warrants that he or she is authorized to bind the CONTRACTOR, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

COUNTY OF LOS ANGELES

By: _____
Robert Ryans, Director
Department of Community & Senior Services

Approved as to Form:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy County Counsel

CONTRACTOR _____

By: _____
(Signature)

(Print or Type Name)

(Title)

Executed at: _____
(City)

(Date)

**LOS ANGELES COMMUNITY AND SENIOR SERVICES
REFUGEE AND IMMIGRANT EMPLOYMENT PROGRAMS**

FISCAL YEAR 2003/2004

EXHIBIT A

STANDARD TERMS AND CONDITIONS

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STANDARD TERMS AND CONDITIONS

REFUGEE AND IMMIGRANT EMPLOYMENT PROGRAMS

§ 100. DEFINITIONS.

For purposes of this CONTRACT, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Refugee and Immigrant Employment Programs, as amended, or implementing regulations.

§ 101. "ORR" shall mean the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Refugee Resettlement.

§ 102. "DSS" shall mean the State Department of Social Services.

§ 103. "Contractor" shall mean the agency receiving funds through this Contract.

§ 104. "County" shall mean the County of Los Angeles.

§ 105. "CSS" shall mean the County of Los Angeles Department of Community and Senior Services.

§ 106. "DPSS" shall mean the County of Los Angeles Department of Public Social Services.

§ 200. ASSURANCES/CERTIFICATIONS.

The CONTRACTOR provides the following assurances and certifications, and agrees to the following terms:

§ 201. Legal Authority. (a) The CONTRACTOR gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the CONTRACTOR governing body, authorizing receipt of Refugee and Immigrant Employment Programs funds, and directing and designating the authorized representative(s) of the CONTRACTOR to act in connection with the Refugee and Immigrant Employment Programs specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.

(b) The CONTRACTOR represents and warrants that is signatory to this CONTRACT is fully authorized to obligate or otherwise bind the CONTRACTOR.

§ 202. Compliance with Laws. (a) The CONTRACTOR certifies and agrees that it will fully comply with all applicable requirements of the Refugee and Immigrant Employment Programs all regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the CONTRACTOR is provided actual or constructive notice. The County reserves the right to review the CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the

federal government, as applicable. Additionally, the CONTRACTOR assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirement.

(b) The CONTRACTOR certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this CONTRACT are incorporated by this reference. The CONTRACTOR shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the CONTRACTOR, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

§ 203. EEO/Affirmative Action. The CONTRACTOR, in performing all obligations under the terms of the CONTRACT, assures that it will administer the program with safeguards against fraud and abuse; that no portion of this CONTRACT will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, sex, handicap, or political affiliation or belief.

§ 204. Nondiscrimination in Employment. (a) The CONTRACTOR certifies that all persons employed by the CONTRACTOR, its affiliates, subsidiaries or holding companies, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable Federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, identification, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this CONTRACT or under any project, program or activity supported by this CONTRACT. For the purpose of this Paragraph, discrimination in the provision of services include, but is not limited to, the following:

(1) Denying any person any service or benefit or the availability of the facility including physical access where necessitated by Program Access according to Title II of the Americans with Disabilities Act;

(2) Providing any service or benefit to any person which is not equivalent, or is equivalent in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

(3) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

(4) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit including the imposition of a surcharge for provision of an auxiliary aid or service; and

(5) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(b) The CONTRACTOR shall take affirmative action to ensure that qualified applicants and intended beneficiaries of the CONTRACT are provided services without regard to race, color, religion, national origin, ethnic group identity, ancestry, sex, age, condition of physical or mental disability, marital status, political affiliation, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(c) The CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliations.

(d) Facility access for persons with disabilities shall comply with the Title II provisions of the American with Disabilities Act.

(e) The CONTRACTOR shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from the CONTRACTOR of a complaint with respect to any alleged discrimination in the provision of services by the CONTRACTOR personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with the CONTRACTOR resolution of the matter, shall be referred by the CONTRACTOR to the County, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the County resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or Federal enforcement agency. At the time any person applies for services under this CONTRACT, he or she shall be advised by CONTRACTOR of these procedures.

(f) A copy of such non-discrimination in services policy and procedures, as identified herein above, shall be posted by the CONTRACTOR in a conspicuous place, available and open to the public, in each of the facilities operated by the CONTRACTOR, its affiliates, subsidiaries, holding companies and/or its subcontractors, where services are provided hereunder.

(g) The CONTRACTOR shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this CONTRACT when the County requests. If the County finds that any of these provisions have been violated, such violation shall constitute a material breach upon which the County may terminate or suspend this CONTRACT. While the County retains the right to determine independently that the anti-discrimination provisions of this CONTRACT have been violated, in addition, any determination by the California Fair Employment and Housing Commission or the federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or federal anti-discrimination laws or regulations shall also constitute a finding by the County that the CONTRACTOR has violated the anti-discrimination provision of this CONTRACT.

§ 205. Civil Rights Laws. The CONTRACTOR assures and certifies that it shall comply with all applicable federal and State statutes to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliation, be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under this CONTRACT or under any project, program or activity supported by this CONTRACT.

§ 206. Wage and Hour Laws. The CONTRACTOR assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the Fair Labor Standards Act, as amended. The CONTRACTOR shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the CONTRACTOR employees for which the County may be found jointly or solely liable.

§ 207. Safety and Working Conditions. Applicable local, State and federal health and safety standards shall be observed. If a participant or CONTRACTOR employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 *et seq.*) and/or the California Occupational Safety and Health Act, as amended (*Cal. Labor Code* § 6300 *et seq.*), CONTRACTOR assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

§ 208. Employment Eligibility Verification. (a) The CONTRACTOR warrants and certifies that it fully complies with all federal, state and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the CONTRACT are eligible for employment in the United States. (c) The CONTRACTOR shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the CONTRACTOR'S failure to comply with the foregoing.

(b) The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this CONTRACT, in accordance with applicable provisions of law.

§ 209. Drug Free Workplace Compliance. The CONTRACTOR hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 *et seq.*), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with §98.600).

§ 210. Selective Service Compliance. CONTRACTOR shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service act (50 USC Appx. §§ 451 *et seq.*) and other eligibility requirements applicable to the program under which the Participant is enrolled.

§ 211. Warranty of Adherence to County's Child Support Compliance Program. (a) The CONTRACTOR acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations, if any, in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR duty under this CONTRACT to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this CONTRACT maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. § 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to *Code of Civil Procedure* Section 706.031 and *Family Code* Section 5246(b).

§ 212. Acknowledgment of County's Commitment to Child Support Enforcement. The CONTRACTOR acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The

CONTRACTOR understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney and/or Department of Child Support Services will supply the CONTRACTOR with the poster to be used.

§ 213. Conflict of Interest/Contracts Prohibited. (a) The CONTRACTOR represents and warrants that no County employee whose position enables him/her to influence the award of this CONTRACT, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR, or shall have any direct or indirect financial interest in this CONTRACT.

(b) The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this CONTRACT will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this CONTRACT or who subsequently becomes affiliated with the CONTRACTOR in any capacity shall not participate in the provision of services provided under this CONTRACT or share in the profits of CONTRACTOR earned for a period of one year from the date he/she separated from County employment.

(c) The CONTRACTOR agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting an employee's own financial interests or the financial interests of other specified persons or organizations; (3) receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County of Los Angeles, the State of California, or the federal government. CONTRACTOR certifies that such standards shall be adopted and implemented prior to execution of this CONTRACT.

(d) CONTRACTOR shall provide training of its standards of ethical conduct to all of its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.

(e) The CONTRACTOR agrees to indemnify and hold the COUNTY, its officers, employees and agents harmless from any loss, damage, or liability (including, without limitation, disallowed costs) resulting from a violation by the CONTRACTOR, its officer, employees and agents of this section.

§ 214. Lobbying. (a) The CONTRACTOR certifies that none of the funds, materials, property or services provided directly or indirectly under the terms of this CONTRACT shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any religious purpose or activity.

(b) The CONTRACTOR certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this CONTRACT upon which County may immediately terminate or suspend this CONTRACT.

§ 215. County Layoffs. Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this CONTRACT.

§ 216. GAIN/GROW Program Participants. Should the CONTRACTOR require additional or replacement personnel after the effective date of this CONTRACT, the CONTRACTOR agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) and/or General Relief Opportunities for Work (GROW) Programs who meet CONTRACTOR'S minimum qualifications for the open position. Upon request from CONTRACTOR, the County will refer GAIN/GROW participants by job category to the CONTRACTOR for consideration.

§ 217. Debarment and Suspension. (a) The CONTRACTOR certifies that it has not been subject to debarment and suspension under any federal (29 CFR Part 98), State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, shall be submitted to the County as part of this contract by CONTRACTOR and comply with all of the following requirements:

(b) **Responsible Contractor.** A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(c) **Chapter 2.202 of the County Code.** CONTRACTOR is hereby notified that, in accordance with County Code Chapter 2.202, if the County acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the CONTRACTOR may have with the County.

(d) **Non-Responsible Contractor.** County may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

(e) **Contractor Hearing Board.** (1) If there is any evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence that is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

(2) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding

whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

(3) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(f) **Subcontractors.** This §217 shall also apply to subcontractors of County CONTRACTORS.

§ 218. Nepotism. The CONTRACTOR certifies that it shall not hire nor permit the hiring of any person in a position funded under this CONTRACT if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR. For the purpose of this § 218, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the CONTRACTOR. The term "administrative capacity" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§ 219. Administrative and Personnel Procedures. CONTRACTOR warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(a) CONTRACTOR financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). CONTRACTOR shall also adhere to applicable requirements of OMB Circular A-128 and A-133.

(b) CONTRACTOR personnel policy, which incorporates due process protection of standard personnel procedures, and which the CONTRACTOR agrees to abide by in the performance of this CONTRACT.

§ 220. Other Agreements. (a) A copy of any agreements between the CONTRACTOR and other public or private organizations which directly impact activities funded under this CONTRACT shall be kept on file at the CONTRACTOR'S offices and shall be provided to the County upon request. The CONTRACTOR shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.

(b) The CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by the County under this CONTRACT.

§ 221. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this CONTRACT, the CONTRACTOR certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice 1015*.

§ 222. Activities Prohibited. (a) The CONTRACTOR certifies that no funds, materials, property or services provided directly or indirectly under the terms of this CONTRACT

shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) No currently employed worker shall be displaced by any participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

(c) No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Refugee and Immigrant Employment Programs Program.

§ 223. Cost-of-Living Adjustments. Subject to applicable federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of execution of this CONTRACT, the CONTRACTOR agrees to restrict cost-of-living adjustments (COLAs) to its employees during the term of this CONTRACT to the lesser of (a) the average salary cost-of-living adjustment granted to County employees by the Board of Supervisors as of April 1st of the prior year, or (b) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the CONTRACTOR and its employees shall also experience no COLAs.

§ 224. Limitation on Corporate Acts. The CONTRACTOR shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under Section 3 of the foregoing CONTRACT, or take any other steps which may materially affect the performance of this CONTRACT without first notifying the County in writing. The CONTRACTOR shall notify the County immediately in writing of any change in the CONTRACTOR'S corporate name.

§ 225. Contractor's Acknowledgment of Recycled-Content Paper Use. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

§ 226. Compliance With Jury Service Program. (a) Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) **Written Employee Jury Service Policy.** (1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County

contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrates to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

§ 227. Notice to Employees Regarding the Safely Surrendered Baby Law. The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the internet at www.babysafela.org for printing purposes.

§ 228. Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law. The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all County Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

§ 300. INDEPENDENT CONTRACTOR.

The CONTRACTOR shall at all times be acting as an independent contractor. This CONTRACT is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the CONTRACTOR. CONTRACTOR understands and agrees that all of CONTRACTOR personnel furnishing services to the County under this CONTRACT are employees solely of the CONTRACTOR and not of the County for all purposes including but not limited to workers'

compensation liability. The CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any CONTRACTOR personnel for injuries arising from or connected with services performed under this CONTRACT.

§ 400. CONTRACT ADMINISTRATION.

The County Project Director shall have full authority to act for the County in the administration of this CONTRACT consistent with the provisions contained herein and within the authority granted CSS by the Board of Supervisors.

§ 500. PROVISION OF SERVICES.

§ 501. Services. The CONTRACTOR shall perform all services under the terms of this CONTRACT in accordance with the Statement of Work, attached to the CONTRACT as Exhibit C.

§ 502. Non-Authorized Participants. The CONTRACTOR agrees that all costs incurred which are related to a participant who does not qualify under the eligibility requirements of the Refugee and Immigrant Employment Programs program shall be the sole responsibility of the CONTRACTOR.

§ 600. COMPENSATION AND METHOD OF PAYMENT.

§ 601. Request for Cash. Request for payment hereunder shall be made utilizing the Refugee and Immigrant Employment Programs "Request For Cash" form and County Invoice, not to exceed amounts allocated by each cost category in the CONTRACT exhibit(s), and in accordance with the method(s) described in the CSS policies and procedures manual dependent upon meeting all requirements contained in this CONTRACT. Payment for services will be authorized only for services provided during the term of this contract. The amount of any and all payments shall be approved by the County Project Director. The County reserves the right to withhold any payment(s) necessary to cover a claim which the County may have against the CONTRACTOR.

§ 700. FISCAL ACCOUNTABILITY.

§ 701. Fiscal Policies/Procedures. CONTRACTOR shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 - Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative CONTRACTs with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations.

§ 702. Federal Temporary Aid to Needy Families (TANF) Regulations. The CONTRACTOR agrees to comply with federal regulations governing TANF, which provide in part, that TANF funds may not be used for medical services pursuant to 64 Fed.Reg., Section 263.11, page 17839.

§ 703. Accounting. The CONTRACTOR shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting

principles and standards. The CONTRACTOR should maintain their accounting system on an accrual basis of accounting.

§ 704. Commingling of Funds. Funds advanced pursuant to this CONTRACT shall be used exclusively for services funded under this CONTRACT and shall not be commingled with any other monies of the CONTRACTOR.

§ 705. Allegations Of Fraud And/Or Abuse. In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Refugee and Immigrant Employment Programs provisions and regulations), the County reserves the right to withhold ten percent (10%) of the contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the County Project Director that withheld funds should be released to the CONTRACTOR. Such written determination shall not supersede or replace the final report.

§ 706. Disallowed Costs. The County may withhold payments if the CONTRACTOR has failed to refund unexpended funds or funds spent for disallowed costs relating to any CSS contract that the CONTRACTOR has with the County. The County shall require the CONTRACTOR to pay and the CONTRACTOR agrees to pay the full amount of the CONTRACTOR liability to the County or the State for such audit exceptions as were caused by the CONTRACTOR, upon demand by the County at any time after completion of the grievance procedures at the CONTRACTOR level. The County shall notify the CONTRACTOR of any disallowed costs.

§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION.

§ 801. Audit Rights. The CONTRACTOR shall establish and maintain a financial management system which provides for adequate control of Refugee and Immigrant Employment Programs funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls.

(a) The CONTRACTOR shall obtain and finance annually (at program year end) an independent audit in compliance with Health and Human Services (HSS)/Office of Refugee Resettlement (ORR) regulations and respective OMB Circulars.

(b) The CONTRACTOR shall allow authorized County, State and federal representatives to have full access to the CONTRACTOR facilities and all related Refugee and Immigrant Employment Programs documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the program set forth in this CONTRACT, including the interviewing of the CONTRACTOR staff and program participants during normal business hours.

(c) The CONTRACTOR shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the CONTRACTOR is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the CONTRACTOR to comply with the requirements of this **§ 801** shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this CONTRACT.

§ 802. Records. (a) The CONTRACTOR shall make any and all Refugee and Immigrant Employment Programs-related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this CONTRACT, as may reasonably be requested by the County, available for inspection and audit by any

federal, State, or County agency, upon request, for three (3) years from the termination date of this CONTRACT. In the event of litigation, unresolved audits and/or unresolved claims, the CONTRACTOR agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved.

(b) (1) The CONTRACTOR shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this CONTRACT. The CONTRACTOR shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County shall require prior written approval by the County.

(2) If the CONTRACTOR ceases operations prior to five (5) years from the beginning date of the term of this CONTRACT or before all litigation, audits and claims have been resolved, the CONTRACTOR shall provide the name, address, and telephone number of the CONTRACTOR representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence **and** either:

(A) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or

(B) Deliver all the documentation to a location designated by the County.

(C) The CONTRACTOR agrees to maintain an official contract file which contains at least the signed contract and any modification and/or amendments to the contract.

§ 803. Reporting. CONTRACTOR shall submit the following reports for the Refugee and Immigrant Employment Programs program to the County:

(a) **Monthly Invoices.** Appropriate monthly fiscal invoice(s), are to be submitted no later than the fifteenth of each month. If the fifteenth falls on a Friday, weekend, or a holiday, the monthly fiscal invoice(s) are to be submitted by noon the next business day. For the REP Program, monthly fiscal invoice(s) are to be submitted no later than the eighth calendar day of each month. If the eighth falls on a Friday, weekend, or a holiday, the invoice(s) are to be submitted by noon the next business day.

(b) **Corrective Action Plan Monthly Report.** A monthly narrative for program months in which **CONTRACTOR** has not met program performance goals, detailing in the form and manner prescribed by the County Project Director a corrective action plan to resolve the month's deficiencies and avoid future monthly deficiencies. **CONTRACTOR** shall, upon request of the County Project Director, and at a place/time designated by the County Project Director, assign staff to brief the County Project Director and his/her staff on the project's progress.

(c) **Fiscal Close-Out Report.** A final fiscal close-out report, to be submitted in the form and manner designated by the County Project Director, with a deadline to be announced for the Refugee and Immigrant Employment Programs program, including the reporting of expenses and accruals through June 30, 2004.

(d) The monthly invoices, corrective action plan and close-out reports identified in this § 803 shall be sent to:

County of Los Angeles
Department of Community and Senior Services (CSS)
3175 West Sixth Street
Los Angeles, California 90020-1798

Attention: Adine Forman

(e) **Management Information System (MIS)/Oracle Web-Enabled Application Reporting.** CONTRACTOR shall be responsible for inputting on a daily basis its own computerized participant direct data entry of any/all required Refugee and Immigrant Employment Programs for which the CONTRACTOR is receiving COUNTY funds at no expense to the COUNTY. CONTRACTOR shall be responsible for obtaining the use of a personal computer that will meet the following minimum requirements:

- (1) Pentium III, 300 MHZ
- (2) 64 MB RAM
- (3) 6 GB Hard Drive
- (4) 56K Modem
- (5) Windows 95/98/NT
- (6) Valid Internet Service Provider

CONTRACTOR will retain the original Refugee and Immigrant Employment Programs/MIS participant form for audit purposes and submit a photocopy of this form to:

County of Los Angeles
Department of Community and Senior Services (CSS)
3175 West Sixth Street
Los Angeles, California 90020-1798

Attention: Office of Refugee Assistance

(f) **Property/Capital Expenditures.** Prior COUNTY written approval from the County Refugee and Immigrant Employment Programs Project Director is required for the purchase and/or lease of all nonexpendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with Refugee and Immigrant Employment Programs funds, and a per-unit acquisition cost of \$5,000 or more. **CONTRACTOR'S** written request must provide justification for these purchases and include a minimum of three acceptable bids secured through an open-competitive selection process. **CONTRACTOR** must also comply with all applicable Federal, State, and County regulations and requirements, including but not limited to, OMB circulars A-87 and 29 CFR, Part 97, concerning the acquisition, tagging, inventory, and disposition of this property.

§ 804. Records and Reports. (a) The CONTRACTOR will submit reports and/or records as required by the County and will maintain records and provide access to them as necessary for the County. Reports/records will include, but are not necessarily limited to, the following:

(b) The CONTRACTOR will maintain an official CONTRACT file, which contains the signed CONTRACT and any modification thereto, as well as copies of relevant documents and/or records.

(c) The CONTRACTOR shall record costs incurred in the discharge of this CONTRACT.

§ 805. Public Records/Confidentiality. (a) CONTRACTOR shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The CONTRACTOR shall not divulge such information without the permission of the Participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the CONTRACT may be divulged to parties having responsibilities under the CONTRACT for monitoring or evaluating the services and performances under the CONTRACT and to governmental authorities to the extent necessary for the proper administration of the program.

(b) L.A. County MIS and GEARS data (information) is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The CONTRACTOR agrees to keep all information furnished through MIS and GEARS strictly confidential, and make the information available to its own employees only on a "need-to-know" basis as specifically authorized in this CONTRACT. Instruct all employees with MIS and GEARS information access regarding the confidentiality of this information, and the sanctions against unauthorized use. Store and process MIS and GEARS information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. In no event, shall said information be disclosed to any individual outside of the CONTRACTOR staff, and/or their employees.

(c) The CONTRACTOR shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The CONTRACTOR shall not release said information without the County's approval.

§ 806. Public Statements. The CONTRACTOR shall indicate in any press release or statement to the public related to the program that it is funded by the COUNTY and approved by the Refugee and Immigrant Employment Programs from funds made available under the federal or state Refugee and Immigrant Employment Programs grant received by the COUNTY. All public statements must indicate that the CONTRACTOR is an Equal Employment Opportunity employer.

§ 900. NONCOMPLIANCE SANCTIONS/PENALTIES.

The CONTRACTOR agrees to comply with the requirements set forth in this CONTRACT, and those requirements contained in the Refugee and Immigrant Employment Programs and all applicable directives/bulletins issued by or on behalf of the County, State or Federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this CONTRACT. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this CONTRACT. Those sanctions which may be applied will be dependent upon the circumstance(s) of noncompliance.

§ 1000. INDEMNIFICATION AND INSURANCE

§ 1001. Indemnification. (a) The CONTRACTOR shall indemnify, defend and save harmless the County, its public officials, officers, employees and agents from and against any and all liability or expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage, arising out of or connected with CONTRACTOR operations or its services hereunder, or arising from the negligent acts or omissions of the CONTRACTOR in the performance of this CONTRACT, including any workers' compensation suits, liability, or expense, arising from or connected with services performance by or on behalf of the CONTRACTOR by any person pursuant to this CONTRACT.

(b) The CONTRACTOR shall also defend and indemnify the County from any liability arising from the performance of this CONTRACT as a result of an audit of funds received under this CONTRACT due to the negligent acts or omissions of the CONTRACTOR in the performance of this CONTRACT.

§1002. Insurance. Without limiting the CONTRACTOR indemnification of the County, and except as otherwise provided herein, the CONTRACTOR shall provide and maintain at its own expense, and require all of its subCONTRACTORS to maintain, during the term of this CONTRACT the following program(s) of insurance covering its operations as applicable hereunder in this agreement. Such insurance, which shall be provided by insurer(s) satisfactory to the County's Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Proof of insurance shall be delivered to CSS, Employment & Training Contracts Unit, 3175 W. 6th St., Los Angeles, CA 90020-1798 (specifying the Special Programs Manager as CSS Contractor Administrator and CSS as the Contract Department on or before the effective date of the contract). Such evidence shall specifically identify this contract and contain express conditions that the County be given at least 30 days advance written notice of any modification or termination of any program of insurance. Failure on the part of the CONTRACTOR to procure or maintain insurance shall constitute a material breach upon which the County may immediately terminate or suspend this CONTRACT.

All insurance required hereunder shall be primary with respect to any insurance maintained by the County and shall not call on the County's program for contributions. Program(s) of insurance shall include:

(1) **General Liability:** A program, including but not limited to comprehensive general liability and independent CONTRACTOR coverage, and comprehensive general liability, with a combined single limit of not less than \$1 million per occurrence and \$2 million general aggregate. Such insurance shall name the County as additional insured. CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the additional insured as its interests appear for all contractual obligations with the CONTRACTOR (named insured) and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(2) **Automotive Liability:** A program of insurance with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(3) **Workers' Compensation:** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the CONTRACTOR, and all participants served by the CONTRACTOR, and risks to such persons under this CONTRACT. In all cases, this insurance shall also include Employers' Liability coverage with limits of not less than \$1 million for each accident and disease for each employee and policy limit.

(4) **Crime Coverage:** A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, other property, as applicable to this agreement, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. CONTRACTOR shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with the CONTRACTOR (named insured) and include CONTRACTOR and the County's name/address and the signature/date of the insurance representative.

(5) **Professional Liability:** Insurance covering liability arising from any error, omission negligent or wrongful act of the CONTRACTOR, its officers, employees, agents, or professional consultants with a limit of liability of not less than \$1 million per occurrence and \$3 million aggregate. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this agreement.

§ 1003. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of CONTRACTOR financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the CONTRACTOR upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. CONTRACTOR must notify the County immediately of discontinuation or substantial change in the program.

(b) CONTRACT to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) CONTRACT to notify the County immediately of any claim, judgment, settlement, award, verdict or change in CONTRACTOR financial condition which would have a significant negative effect on the protection that the self-insurance program provides the County.

(d) Name, address and telephone number of CONTRACTOR legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of CONTRACTOR capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.

§ 1004. Public Entities. (a) To the extent both parties to this CONTRACT are public entities, and this provision is activated in writing by the County in the foregoing CONTRACT, the following provision shall be substituted for § 1001, § 1002 and § 1003 herein:

In contemplation of the provisions of Section 895.2 of the *Government Code* of the State of California imposing certain tort liability jointly upon public entities solely be reason such entities being parties to an CONTRACT as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this CONTRACT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. CONTRACTOR certifies that it has adequate self insured retention of funds to meet any obligation arising from this CONTRACT.

§ 1005. Notification of Incidents, Claims or Suits. (a) CONTRACTOR shall report to COUNTY any accident or incident relating to services performed under this CONTRACT which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this CONTRACT.

(c) Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Program Manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this CONTRACT.

§ 1006. Compensation for County Costs. In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this CONTRACT, and such failure to comply results in any costs to COUNTY (including cost of obtaining requisite insurance for CONTRACTOR), CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

§ 1007. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all sub-CONTRACTORS performing services under this CONTRACT meet the insurance requirements of this CONTRACT by either:

(a) Providing evidence of insurance covering the activities of sub-CONTRACTORS, or

(b) Providing evidence submitted by sub-CONTRACTORS evidencing that sub-CONTRACTORS maintain the required insurance coverage. COUNTY retains the right to request, and CONTRACTOR agrees to provide upon such request, copies of evidence of sub-CONTRACTOR insurance coverage at any time.

§ 1008. Failure to Procure or Maintain Insurance. Failure on the part of the CONTRACTOR to procure or maintain insurance or otherwise satisfy the requirements of this § 1008, shall constitute a material breach upon which the COUNTY may, in its sole discretion, immediately terminate or suspend this CONTRACT or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the COUNTY shall be repaid by the CONTRACTOR to the COUNTY upon demand or the COUNTY may set off the cost of the premiums against any monies due to the CONTRACTOR from the COUNTY.

§ 1100. TERMINATION/SUSPENSION/PROBATION.

§ 1101. Termination for Default. (a) Services performed under this CONTRACT may be terminated in whole or in part by the County providing to CONTRACTOR a written Notice of Default if:

(1) the CONTRACTOR fails to perform the Services within the time specified in this CONTRACT or any extension approved by the County,

(2) the CONTRACTOR fails to perform any other covenant or condition of this CONTRACT,

(3) the CONTRACTOR fails to make progress so as to endanger its performance under this CONTRACT.

(b) The CONTRACTOR shall have ten (10) calendar days from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through its Project Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for CONTRACTOR Default, the County, in its sole direction, may procure replacement services and the CONTRACTOR shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

(d) If it is determined that the CONTRACTOR was not in Default under the provisions of this CONTRACT, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under § 802 (Termination for Convenience).

§ 1102. Termination for Convenience. (a) Services performed under this CONTRACT may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the CONTRACTOR a written Termination Notice which specifies the extent to which Services are terminated and the effective termination date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the county, the CONTRACTOR shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

(c) If the CONTRACTOR fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the CONTRACTOR. After the County makes this determination, it shall pay that amount to the CONTRACTOR. The County's determination shall be final.

§ 1103. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this CONTRACT. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this CONTRACT extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of **§ 1102** (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the CONTRACTOR in writing of such non-allocation at the earliest time.

§ 1104. Termination for Insolvency. In addition to other provisions provided herein, the County may terminate this CONTRACT for Default, as provided in **§1101**, in any of the following events:

(a) The CONTRACTOR becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.

(b) The CONTRACTOR files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.

(c) A Receiver or Trustee is appointed for the CONTRACTOR, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.

(d) The CONTRACTOR executes an assignment for the benefit of creditors.

§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Consultant to maintain compliance with the requirements set forth in **§ 210** shall constitute a default by Consultant under this CONTRACT. Without limiting the rights and remedies available to the County under any other provision of this CONTRACT, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney and/or Department of Child Support Services shall be grounds upon which the Customer may terminate this CONTRACT.

§ 1106. Termination for Improper Consideration. (a) The County may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this CONTRACT if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the CONTRACT or securing favorable treatment with respect to the award, amendment or extension of the CONTRACT or the making of any determinations with respect to the CONTRACTOR performance pursuant to the CONTRACT. In the event of such termination, the County shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

(b) The CONTRACTOR shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the Project Director, the County manager charged with the supervision of the employee or to the county Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

(c) Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

§ 1107. Suspension of CONTRACT. The County may, by giving notice, suspend all or part of the program operations for up to 60 days for CONTRACTOR failure to comply with the terms and conditions of this CONTRACT. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the specific conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, the CONTRACTOR shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the CONTRACT.

§ 1108. Probation. (a) The County Project Director may place the CONTRACTOR on probationary status when it is determined by the County Project Director for any program(s) herein that the CONTRACTOR either (1) has demonstrated a consistent and significant lack of achievement of Participant summary goals, or (2) is out of compliance with County sanction policy guidelines.

(b) If the CONTRACTOR is placed on probationary status, the CONTRACTOR shall submit a corrective action plan within ten (10) days of the notice of probationary status. The CONTRACTOR's Corrective Action Plan (CAP) must be approved by the County Project Director. The County reserves the right to terminate contract(s) of any contractor on probationary status if the contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

§ 1200. GENERAL PROVISIONS

§ 1201. Contract Modifications/Amendments. (a) This CONTRACT fully expresses the CONTRACT of the parties. Any modification or amendment of the terms or conditions of this CONTRACT must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this CONTRACT in any way.

(b) County may make a unilateral modification to this CONTRACT at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this CONTRACT accordingly.

§ 1202. Assignments. No part of this CONTRACT or any right or obligation arising from it shall be assigned without the written consent of the County. Any attempt by the CONTRACTOR to assign this CONTRACT shall be void and shall constitute a material breach of this CONTRACT upon which the County may immediately terminate this CONTRACT in accordance with the provisions of § 801 (Termination for Default).

§ 1203. Subcontracting. (a) No performance of this CONTRACT or any portion thereof shall be subcontracted by the CONTRACTOR without the prior written consent of the County Project Director. Any attempt by the CONTRACTOR to subcontract any performance of services under this CONTRACT without the prior written consent of the County shall be null and void and shall constitute a material breach of this CONTRACT upon which the County may immediately terminate this CONTRACT in accordance with the provisions of § 1201 (Termination for Default).

(b) CONTRACTOR request to the County Project Director for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the subcontractor.

(2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the County Project Director.

(c) In the event the County Project Director consents to subcontracting, all applicable provisions and requirements of this CONTRACT shall be made applicable to such subcontract. To accomplish this requirement, the CONTRACTOR shall include in all subcontracts the following provision:

"This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

(d) All subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under this CONTRACT, including, but not limited to, the duty to properly supervise and coordinate all the work of the CONTRACTOR and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this CONTRACT.

(e) The CONTRACTOR agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.

(f) The CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.

(g) The CONTRACTOR shall not assign or subcontract any part or all of its interest in this CONTRACT without written approval from the County Project Director.

(h) All applicable provisions and requirements of this CONTRACT shall apply to any subcontracts or agreements. The CONTRACTOR agrees that the CONTRACTOR shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available upon request.

§ 1204. Fiduciary Relationships. Every collaborative must identify the fiduciary relationship between all the partners of the collaboration and the Lead Agency. The following two (2) fiduciary relationships are recognized by this CONTRACT:

(a) Financial - A formal financial agreement between the Lead Agency and a collaborator (Subcontractor) in which:

(1) the Lead Agency reimburses the collaborator for all costs on a line-item basis:

(2) the collaborator is paid on a "fee-for-performance" basis.

(b) Non-Financial - A Memorandum of Understanding (MOU) agreement between the Lead Agency and collaborator for services without cost reimbursement.

§ 1205. Repayment. The CONTRACTOR agrees to be bound by applicable County and/or Refugee and Immigrant Employment Programs disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this CONTRACT or applicable Refugee and Immigrant Employment Programs provisions or implementing rules and regulations.

§ 1206. Notices. (a) The appropriate County representative, as set forth in Section 5 of the foregoing CONTRACT, is the party to whom the CONTRACTOR shall forward all documents, reports, and records as required by this CONTRACT.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 1207. Waivers. (a) Waivers of the provisions of this CONTRACT shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this CONTRACT shall constitute a waiver of any other breach of that provision or of any other provision of this CONTRACT.

§ 1208. Grievance Procedures. CONTRACTOR shall submit to the COUNTY at the time required contract documents are presented to CSS Contract & Audit Unit CONTRACTOR grievance procedures for both program staff and participants in accordance with applicable Refugee and Immigrant Employment Programs regulations, Federal, State and local laws, rules, and regulations. The CONTRACTOR also agrees to process all complaint/grievances in accordance with its adopted grievance procedures and to provide the County with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The CONTRACTOR also assures and agrees that it will be bound by decisions issued under the Refugee and Immigrant Employment Programs participant grievance procedures.

§ 1209. Validity. The invalidity of any provision of this CONTRACT shall not void or affect the validity of any other provision.

§ 1210. Disputes. The CONTRACTOR agrees to attempt to resolve disputes arising from this CONTRACT by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this CONTRACT shall be settled in accordance with County grievance procedures. CONTRACTOR shall submit to the COUNTY within thirty (30) days of execution of this CONTRACT, a grievance procedure, in accordance with applicable REFUGEE AND IMMIGRANT EMPLOYMENT PROGRAMS regulations, State and local laws, rules, and regulations. The CONTRACTOR also agrees to process all complaint/grievances in accordance with its adopted grievance procedure. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The



**EXHIBIT B
COUNTY OF LOS ANGELES
TA REFUGEE EMPLOYMENT PROGRAM
GRANT PROGRAM
PROGRAM REQUIREMENTS**

I. PROJECT DESCRIPTION

The CONTRACTOR shall perform all the services set forth in the Statement of Work for each component. These services are to be performed at the following locations (also include all sub-contractor locations) and identify if the location is an agency or sub-contractor site.

<u>Site Address</u>	<u>Telephone #</u>	<u>Contact Person</u>	<u>Activity</u>	<u>Hrs. of Operation</u>

II. TIME OF PERFORMANCE

Said services of CONTRACTOR are to commence as of July 1, 2003 with all activities identified in this Contract to be completed no later than June 30, 2004. All final invoices must be submitted by July 15, 2004, unless terminated earlier as hereinafter provided.

III. CONTRACT FUNDING

CONTRACTOR will adhere to a total budget not to exceed the amount of \$_____ for the full period of the Contract.

- A. COUNTY shall reimburse CONTRACTOR from ORR TA/RESS grant funds for an amount not to exceed \$_____. In no event shall this Contract give rise to a charge on any other funds of the County.

- B. COUNTY may reimburse CONTRACTOR from said TA/RESS funds for the fixed unit prices established in Statement of Work.
- C. CONTRACTOR agrees to furnish documentation for each participant taking part in the TA/RESS program to verify participant enrollment and services.

IV. PROJECT ACTIVITIES

CONTRACTOR shall provide culturally and linguistically appropriate employment and social services needed to promote the participation, job placement and continuous employment of each refugee through pre-employment/language training, customized short-term vocational training, employment directed community work experience and job development activities.

V. PROJECT REQUIREMENTS

- A. CONTRACTOR shall carry out a program providing pre-employment/language training, vocational skills training, support social services, and job placement as described in the attached Statements of Work (Exhibit C) for: PET; PELT; Step/R; Job Readiness/Job Search; CELT; VST; WEX; Step/C; AFSS; ESS; Off Aid; Support Services; CIU; and VHAP.
- B. CONTRACTOR must implement all activities and services described in the Statements of Work (Exhibit C).
- C. CONTRACTOR shall provide qualified, culturally aware, bilingual professional employees able to implement current CSS/TA/RESS policy and procedure to address the participants' barriers and facilitate job placement and retention so participants can become self-sufficient.
- D. CONTRACTOR will have all appropriate staff members attached to the project attend Program Training sessions. All program training is mandatory unless otherwise noted at the time of the training announcement.
- E. CONTRACTOR shall provide culturally and linguistically appropriate employment training and social services that are needed to promote the participation, job placement and continuous employment of each participant.
- F. If a participant fails to comply with program requirements, the CONTRACTOR will ensure that the case manager will make good

effort to resolve the compliance issue or contact the participant immediately to resolve the issue within thirty (30) days. If after thirty (30) days, the participant continues to be non-compliant with the program requirements, then the CONTRACTOR shall refer the participant to a mandatory non-compliance.

- G. CONTRACTOR shall maintain a staffing pattern, including paid case managers, with designated personnel for each program. CONTRACTOR shall not have personnel functioning in dual program assignments.
- H. CONTRACTOR will maintain current and complete REP Alert and Bulletin files, and ensure that all information is disseminated to all staff attached to the project.
- I. CONTRACTOR is responsible for the operation and maintenance of the Oracle database. This system will be utilized to query the Community and Senior Services' computer containing the master database of all Refugee Employment Program and/or Discretionary Grant Program participant information. The query system will be used to avoid concurrent enrollments, eliminate duplication of services, and manage/track participant services activities.
- J. CONTRACTOR shall ensure the confidentiality of all participant case files and records. All such files and records shall be maintained in a secured, locked location. Access to such files and records shall be limited to staff members who deal directly with the participant, Program Administrators, and Federal, State and COUNTY representatives as specified in this Contract for the purposes of program monitoring.
- K. CONTRACTOR must have the CONTRACTOR'S (agency) name and/or refugee project title displayed on the building's directory, on the office/worksite door (along with the CONTRACTOR'S days and hours of operation) and inside the CONTRACTOR'S reception area.
- L. CONTRACTOR shall submit to COUNTY a schedule of operating hours for each service site, and update such submissions as hours of operations change.
- M. If during the normal workweek (Monday through Friday) and work hours (8:00 am to 5:00 pm), a site is not open or staffed, the CONTRACTOR shall have an answering machine explaining the hours and days of operation, and how the participant can contact a live person.

- N. CONTRACTOR must prepare required monthly, quarterly and annual program progress reports as required.
- O. CONTRACTOR shall comply with Section 10850 of the State Welfare and Institution Code and Chapter 19-000 of the State DSS Manual of Policies and Procedures to assure that:
 - 1. All applications and records concerning an individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institution Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential and will not be open to examination for any purpose not directly connected with administration of such public social services.
 - 2. No person will publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an application or recipient.
- P. CONTRACTOR shall inform all of its employees, agents, subcontractors, or partners of the above provision and that anyone knowingly and intentionally violating provisions of said State law is guilty of a misdemeanor.
- Q. CONTRACTOR shall comply with the following Federal Department of Health and Human Services (HHS) regulations applying to the provision of employment and training services to Refugees.
 - 1. 45 CFR Part 441, Subparts E and F, Services: Requirements and Limits Applicable to Specific Services - Abortions and Sterilizations.
 - 2. 45 CFR Part 16, Department Grant Appeals Process.
 - 3. 45 CFR Part 74, Administration of Grants.
 - 4. 45 CFR, Informal Grant Appeals Procedures.
 - 5. 45 CFR Part 75, Appendix G - 14f: Wages and Hours - Contracts in excess of \$2,500 which employ refugees as mechanics or laborers.
- R. CONTRACTOR agrees to comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S. Code, 327-330), as supplemented by 29 CFR, Part 5. This requires that

the contractor shall complete wages on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard shall be compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week.

1. 45 CFR Part 75, Appendix G - 14g: Copyright Access. The COUNTY, the SDSS and U.S. DHHS shall have a royalty free, non-exclusive and irrevocable license to publish, translate, or use, now, or hereafter, all material developed under this Contract including those covered by copyright.
2. 45 CFR Part 75, Appendix G - 14i: Contracts exceeding \$100,000 must comply with the Clean Air Act (42 U.S. Code 1875 (A), Section 7401 et seq. of the Clean Water Act) (33 U.S. Code 1368, Executive Order 11378 and Environmental Protection Agency (EPA) regulations, 40 CFR, Part 15). Under these laws and regulations, the CONTRACTOR assures that:
 - a. No facility shall be utilized in the performance of the proposed program, which is on the EPA list of Violating Facilities;
 - b. It will notify the COUNTY prior to award, of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant, is under consideration to be listed on the EPA List of Violating Facilities;
 - c. It will notify the COUNTY and the U.S. EPA about any known violation of the above laws and regulations; and
 - d. It will include substantially this assurance, including this Part d, in every non-exempt subgrant, Contract, or subcontractor.
3. 45 CFR Part 75, Appendix G - 14j: CONTRACTORS must recognize the mandatory standards of the State Energy Conservation Plan (Title 23, California Administrative Code), as required by the U.S. Energy Policy and Conservation Act (P.M. 94-165).
4. 45 CFR Part 95, Subpart E General Administration - Grant Program (Public Assistance and Medical Assistance) Code Allocation Plans.

S. CONTRACTOR shall comply fully with the provisions of the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. 651, et seq.) and the California Occupational Health and Safety Act, as amended (California Labor Code section 6300 et seq.) *and shall certify that all participant job placements are made in sites which comply with such sections.*

T. CONTRACTOR shall ensure that no participant is placed in employment in which they are compensated below the California minimum wage in compliance with the Fair Labor Standards Act (29 CFR, Part 4), or that no participant is paid for "piecework".

The minimum wage requirement applies to the net earnings of self-employed participants and participants compensated by commission. However, the minimum wage provisions are not to be applied during the first six months of self-employment or employment compensated by commission. The six-month period starts from the time the individual first becomes self-employed or obtains employment compensated by commission. The exemption does not apply to participants enrolled in the VST component.

U. CONTRACTOR shall not use unpaid volunteers to render services in any component except as is allowed for in the ESS component.

VI. PAYMENT CONTINGENCY

Payments by the COUNTY during the Contract period are conditioned by (1) the availability of ORR TA/RESS Grant funds; and (2) by the CONTRACTOR meeting performance goals and requirements as set forth in this Contract. Satisfaction of these conditions shall be as determined by the COUNTY Project Director at his/her sole discretion. Should inadequate funds be available for payment, this Contract will be null and void. CONTRACTOR shall have no recourse against the COUNTY of Los Angeles for unpaid invoices as a result of inadequate ORR TA/RESS Grant Program funds.

VII. METHOD OF COMPENSATION

COUNTY reserves the right to withhold payment to CONTRACTOR if a participant has not been assigned to an appropriate component/activity in a timely manner. At this time, a participant may not remain unassigned to a component/activity for more than thirty (30) days.

CONTRACTOR shall submit a "Request for Cash" Invoice to CSS on or before the 8th day of the month following the month services were performed and which are the subject of such invoice. The monthly invoice

submitted must reflect a complete month of services performed. The CONTRACTOR shall attach a copy of the agency's General Ledger to the required invoice documents when submitting the monthly invoice. Payments shall be made only after receipt, review and approval of invoices by COUNTY Project Director, or his designee, for CONTRACTOR's allowable expenses actually incurred for any individual calendar month not to exceed 1/12th of the total contract amount. The COUNTY Project Director, or his designee, shall reserve the right to waive the 1/12th restriction for allowable expenses incurred in a given calendar month. Said invoices shall indicate total monthly costs and shall be itemized in detail. In reviewing invoices, each pay point will be reconciled with Oracle system data and supporting documentation. The COUNTY Project Director, or his designee, may approve or disallow any or all of the charges on the invoice. The COUNTY Project Director, or his designee, shall give a written explanation of disallowed charges to CONTRACTOR within 30 days of receipt of an invoice. CONTRACTOR may submit further written explanation of disallowed charges within 10 days of the date of notice of disallowance from the COUNTY Project Director, or his designee. The COUNTY Project Director, or his designee, may review such further explanation and, at his sole discretion, may reconsider such disallowance.

Employment placements made through temporary agencies and/or placements made that are not intended for long-term employment (nine months, or 270 days, or longer) will be reimbursed only if the participant has self-placed. If the CONTRACTOR places the participant in part-time or full-time employment through a temporary agency and/or the placement made is not intended for long-term employment, then the CONTRACTOR shall not be reimbursed for that placement until the participant is hired as a permanent employee of the commissioning agency.

VIII. REQUEST FOR FINAL PAYMENT

The COUNTY reserves the right to withhold 15% of the total Contract amount or the final request(s) for payment, whichever is greater, until all conditions of said Contract are met to the satisfaction of the Project Director. In the event of allegations of fraud and abuse, the COUNTY reserves the right to withhold fifteen percent (15%) of the total Contract amount or the amount of the final request(s) for payment, whichever is the greater, until a determination is issued in writing by the COUNTY Project Director that withheld funds should be released to the CONTRACTOR.

IX. AUDIT RIGHTS AND REQUIREMENTS

The CONTRACTOR shall establish and maintain a separate financial system for all support services funds granted participants for transportation,

childcare or other training or work related expenses as they may apply. The actual participant name, case number, amount, time period and purpose for funds must be identified, properly justified and submitted to COUNTY with any request for reimbursement.

X. REPORTS AND RECORDS

- A. COUNTY shall review, evaluate, and track reports and records for accuracy and timeliness of completion and submission, and use the results of such tracking when reviewing CONTRACTOR'S overall performance.
- B. COUNTY shall review, evaluate and track the content of reports and records for CONTRACTOR'S compliance with program regulations, timeliness of participant receiving services, quantity and quality of job placements, and follow-up with participants through case management activity. COUNTY shall consider the results of such tracking when reviewing CONTRACTOR'S overall performance.

XI. JOINT FUNDING

For CONTRACTORS who receive funds, in addition to TA/RESS Grant funds, CONTRACTOR shall provide a written statement of said funds at time of contract submission, as well as, provide a written update following the receipt of additional funding and an updated Cost Allocation Plan (CAP) if appropriate.

XII. CONDUCT OF PROJECT

- A. CONTRACTOR shall abide by all terms and conditions imposed and required by the Subgrant Agreement between the County and State and shall abide by all subsequent revisions, modifications and administrative and statutory changes made by the CDSS and/or ORR. In the event new or revised legislation requires changes to the Subgrant Agreement between the County and State, such changes shall be applicable to and incorporated within this Contract by this reference.
- B. CONTRACTOR shall, in a satisfactory and proper manner as reasonably determined by COUNTY, operate this Project and be responsible for complying with performance standards set forth in the Contract and shall be responsible for internal monitoring of the activities encompassed by this Contract. Measured performance below goals and standards or failure of CONTRACTOR to fully implement the activities as described in the Contract shall

constitute non-compliance with the terms of this Contract and may be the cause for immediate termination.

- C. In the event that applicable provisions of the Subgrant Agreement, the conditions governing the TA/RESS grants, the TA/RESS regulations or TA/RESS guidelines are amended at any time subsequent to the making of this Contract, COUNTY shall notify the CONTRACTOR in writing. Upon such notification, CONTRACTOR shall have the option of notifying COUNTY in writing that it cannot comply with such amendments in which case this Contract may be terminated in accordance with Federal, State and local law and regulations, and this Contract. Termination of the Contract under this provision shall terminate the obligations of CONTRACTOR to perform services set forth in Exhibit B and Exhibit C.
- D. CONTRACTOR agrees to comply with all referral and sanction requirements/procedures applicable to recipients of Refugee Cash Assistance, Entrant Cash Assistance, TANF (CalWORKs), cash assistance, and/or other Cash assistance as specified in CDSS Manual of Policies and Procedures Division 69 and 40, respectively.
- E. CONTRACTOR shall provide the number of hours of training and job placement activities indicated in the Statement of Work (Exhibit C). Non-compliance with this provision may be grounds for immediate termination. All activities must be fully documented and described in the Statement of Work (Exhibit C).
- F. CONTRACTOR shall accept all Central Intake Unit (CIU) referrals unless it can be documented the referred refugee is inappropriate or the CONTRACTOR has notified the CIU in writing they no longer have openings in their program.
- G. CONTRACTOR shall be totally responsible for enrolling the appropriate number of eligible refugees into their activities, so as to achieve all contract performance goals. The CIU shall not be responsible for referring sufficient number of refugees to any program or activity for the purpose of meeting CONTRACTOR goals.
- H. CONTRACTOR shall be responsible for providing support services for transportation and other training related expenses for all mandatory participants needing these services to participate in the Refugee Employment Program. Any TA or RESS funds used for this purpose must be accounted for as described in the Statement of Work (Exhibit C).

CONTRACTOR shall use other resources and funds whenever possible to provide any support services needed by the participant/s to attend the Refugee Employment Program and obtain/seek employment. These support services shall be documented.

- I. CONTRACTOR agrees to adhere to the following Federal cost compliance standards:
 1. For Public Agencies:
 - OMB Circulars A-87; A-102 and A-128
 2. For Colleges and Universities:
 - OMB Circular A-21, as amended;
 3. For other Non-Profit Agencies:
 - OMB Circular A-110, A-122 and A-133
 4. For Profit Organizations:
 - 41-CFR Section 1-15.2 and appropriate Statement of Auditing Standards (SAS) for Compliance Auditing Applicable to Government Entities and other Recipients of Government Financial Assistance.
- J. CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986.
- K. CONTRACTOR shall obtain from all its employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended including, but not limited to, the Immigration Reform and Control Act of 1986. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law.

- L. CONTRACTOR shall comply with all Federal, State and local laws, regulations, guidelines, procedures, and standards as they pertain to the performance of this Contract.
- M. CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
- N. CONTRACTOR shall obtain and maintain all computer equipment necessary to transmit electronically to Oracle database all participant data, electronically, to CSS as required by program standards and bulletins, for the duration of this Contract. In addition, CONTRACTOR must have staff properly trained in Oracle functions to perform all Oracle data-entry activities required by this program. If not, compensation may be delayed. Any costs associated with this requirement are the sole responsibility of the CONTRACTOR.
- O. CONTRACTOR shall be responsible for conducting outreach, where applicable, and retention strategies for enrolling and retaining eligible refugees.

XIII. PROJECT EVALUATION AND REVIEW

- A. CONTRACTOR shall allow authorized COUNTY, State (including the Auditor-General) and Federal representatives to evaluate, inspect and monitor its facilities and project operations, including the interview of CONTRACTOR'S staff and program participants during regular business hours.
- B. The COUNTY reserves the right to modify the project and/or this Contract based upon the results of any evaluation or review. In addition, the COUNTY may use the results of any evaluation or review in future contracting decisions. The evaluation shall include, but is not limited to, Contract compliance, effectiveness of planning, responsiveness to requests for documentation and reports, and achievement of goals, results and/or participant outcomes.
- C. If a corrective action plan is requested and approved by the COUNTY Project Director, such plan shall be undertaken by the CONTRACTOR, and CONTRACTOR shall notify COUNTY of the results achieved under the plan by the date specified by the COUNTY. The COUNTY reserves the right to inspect program files and other documents and to interview staff and program participants to verify said results. If modification of goals or

performance standards is deemed necessary and approved by COUNTY, CONTRACTOR shall undertake such modifications and notify the COUNTY of the results achieved under such modification by the date specified by the COUNTY. COUNTY Project Director reserves the right to take any action he/she deems appropriate in the event the CONTRACTOR fails to achieve such performance standards, including termination of this Contract.

XIV. AUTHORITY TO BIND CONTRACTOR.

Before the receipt of a fully executed copy of this Contract, the CONTRACTOR shall furnish to the COUNTY a written list of persons authorized to execute, on behalf of the CONTRACTOR, agreements, contracts, modifications to Contracts, or other documents as may be required by the COUNTY.

XV. TERMINATION

- A. Termination or Cancellation of Subgrant Agreement. In the event the Subgrant Agreement between the COUNTY and the State is terminated or cancelled for whatever reason, the COUNTY may terminate this Contract and suspend operations within a period commensurate with the termination period of the Subgrant Agreement.
- B. Termination by CONTRACTOR. The CONTRACTOR may terminate this Contract, or any part hereof by giving fifteen (15) calendar days written notice to the COUNTY. The termination shall become effective the date the Project Director gives written acknowledgment of the receipt of the CONTRACTOR'S letter of intent. All appropriate compliances must be followed, as detailed in Sub-Section D.
- C. Termination by COUNTY. The COUNTY may terminate this Contract immediately by written notice to the CONTRACTOR, upon CONTRACTOR'S failure to comply with the conditions of this Contract. Satisfaction of these conditions shall be as determined by the County in its sole discretion. It is understood and agreed, however, that should the COUNTY determine that CONTRACTOR'S failure to perform relates to only part of the services CONTRACTOR is performing, the COUNTY, in its sole discretion, may elect to terminate only that part of the Contract which shall in no way void or invalidate the rest of this contract. In the event of termination of all, or part, of this Contract, COUNTY shall pay to CONTRACTOR an amount sufficient to reimburse CONTRACTOR for all allowable units of production completed by CONTRACTOR prior to the effective date

of such termination less payments previously paid by COUNTY for such services.

If this Contract is terminated, CONTRACTOR shall, within five (5) working days of receipt of notice of termination from COUNTY, notify all other parties it has sub-contracted with for services in furtherance of this Contract. After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause -- which amount may include a reasonable allowance on work done but shall not include an allowance on work not performed. COUNTY shall pay the agreed upon amount; provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

XVI. PERMITS AND LICENSES

CONTRACTOR shall obtain all the necessary licenses, permits and certifications for the performance of services outlined in this Contract.

XVII. PUBLIC STATEMENTS

CONTRACTOR shall not use the TA/RESS Grant Program name on materials intended for use outside of the scope of program activities identified in this Contract without prior written approval from the COUNTY. If such approval is granted, the CONTRACTOR shall indicate in any press release, printed program materials, or statement to the public related to the program, that it is funded by the County of Los Angeles Board of Supervisors from funds made available from ORR TA/RESS Grant Program funds.

XVIII. MODIFICATION OF DOCUMENTS REQUIRED UNDER CONTRACT

This Contract fully expresses the agreement between the parties. Any modifications or alterations of the terms or conditions of this Contract must be by means of a written document approved by both parties. No oral conversation between any officer or employee of the parties shall modify any of the terms or conditions of this Contract.

The COUNTY'S Project Director may grant modifications to this Contract upon written request of the CONTRACTOR without prejudice to COUNTY's rights. The form and manner shall be specified by the COUNTY. The following guidelines limit the Director's authority to grant such modifications. All modifications exceeding these guidelines must be handled as amendments, which require the formal approval of the Board of Supervisors.

- A. Budget Amendment. Any increase in the total Contract funding must be made by Contract amendment and be approved by the Board of Supervisors. A decrease in total Contract amount, if requested in writing by CONTRACTOR and determined to be in the best interest of the COUNTY by CSS, need not be approved by the Board of Supervisors.
- B. Program Modification. The CONTRACTOR may request the increase or decrease of such numerical goals regarding services to be provided by transferring funds from one activity to another. Such modifications, however, may not change the kind of services to be provided as specified in Exhibit C Statement of Work. Nor may the fixed price contract budget be modified based on the Contractor's cost experience.

Any modification must be in the best interest of the COUNTY and be received in writing no later than the third quarter of the contract period. Upon approval, the completed document must be submitted to the COUNTY within 20 calendar days.

- C. Time Modification. The CONTRACTOR may request modifications of program deadlines when such modifications are specifically requested in writing by CONTRACTOR prior to the expenditure being made; and those modifications will not change the project goals or scope of services, are in the best interest of the COUNTY and CONTRACTOR in performing the scope of services under this Contract; and do not alter the amount of compensation under this Contract.

D. Use of Certain Non-COUNTY Funds. A review of the Contractor's expenditures and commitments to utilize any non-COUNTY funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by the Project Director, shall be conducted by the COUNTY and Contractor midway through each fiscal/calendar year during the term of this Agreement, midway through the applicable time limitation period for such non-COUNTY funds if such period is less than a fiscal/calendar year, and/or at any other time or times during each fiscal/calendar year as requested by the Project Director. At least fifteen (15) days prior to each such review, the CONTRACTOR shall provide the Project Director with a current update of all the Contractor's expenditures and commitments of such non-COUNTY funds during such fiscal/calendar year or other applicable time period. If the Project Director, in his/her sole judgement, determines from such review that there will be any non-expenditure of such non-COUNTY funds, then CSS, to the extent authorized by the County Board of Supervisors, shall reduce the Maximum Contract Amount for the applicable fiscal/calendar year up to the amount of such anticipated non-expenditure, or CSS shall recommend to the County Board of Supervisors a reduction in the Maximum Contract Amount for the applicable fiscal/calendar year up to the amount of such anticipated non-expenditures. If CSS determines to reduce or recommend a reduction in the Maximum Contract Amount for such fiscal/calendar year, then the COUNTY Project Director shall notify the Contractor in writing and shall provide the Contractor with the revised Maximum Contract Amount for such fiscal year/calendar year. Any reduction in the Maximum Contract Amount for the applicable fiscal/calendar year shall be effected by an amendment to this Agreement pursuant to Paragraph A which shall set forth the revised Maximum Contract Amount and the revised Exhibit(s) for such fiscal/calendar year. Notwithstanding any other provision of this Agreement, the revised Maximum Contract Amount and the revised Exhibit(s) for such fiscal year/calendar year shall entirely supersede the then existing Maximum Contract Amount and Exhibit(s) as of the date determined by the COUNTY Project Director or the County Board of Supervisors and set forth in the amendment.

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XIX. NOTICES Notices shall be sent to the CONTRACTOR addressed as follows:

(Contact Person & Phone)

(Agency Name)

(Address)

Notices and reports shall be sent to the COUNTY as follows:

**Los Angeles County Community and
Senior Services
Office of Refugee Assistance
3175 West 6th Street
Los Angeles, CA 90020**

Monthly financial invoice reports shall be sent to the
COUNTY as follows:

**Los Angeles County Community and Senior
Services
Office of Refugee Assistance
3175 West 6th Street.
Los Angeles, CA 90020
Attention: _____
(your program specialist)**

XX. NON-APPROPRIATION

All funds for payment of services rendered after June 30, 2003 are subject to COUNTY'S legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

XXI. PROGRAM INCOME

For the public, private for profit or private nonprofit CONTRACTOR, all revenues in excess of costs for each program (which have been properly earned) are to be treated as Program Income. Accordingly, these funds may be retained by the CONTRACTOR to underwrite additional training or training related services for COUNTY sponsored employment training programs consistent with the purposes of TA/RESS. The CONTRACTOR shall be responsible for tracking all contract revenues and expenditures for each program, including submittal of the following:

- A. An Income Statement Report on contract revenues versus expenditures, which must be submitted to the CSS with the contract close-out report on or before June 15 following the end of the CONTRACT term. The purpose of this report is to identify the amount of Program Income. The Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report.
- B. A Plan for Disposition of Program Income which must be submitted by the CONTRACTOR to the County within thirty (30) days after the Income Statement Report is due. Program Income must be spend on items above and beyond those items identified in the cost allocation plan. This plan will be reviewed by the COUNTY for final approval.
- C. Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, the CONTRACTOR must submit a Final Report on Disposition to the COUNTY.
- D. If the Final Report on Disposition is not submitted on the scheduled date, the COUNTY shall either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

XXII. REVENUE DISCLOSURE

- A. By execution of this CONTRACT and unless waived in writing by the COUNTY Project Director, CONTRACTOR certifies that it has previously filed with CSS a written statement listing all revenue received, or expected to be received by CONTRACTOR from all Federal, State, City, or COUNTY sources, or other governmental agencies, and applies, or expected to be applied, to offset in whole or in part of any of the costs incurred by the CONTRACTOR in conducting current or prospective projects or business activities including, but not limited to, the project or business activity which is the subject of the CONTRACT. Such statement shall reflect the name and a description of funding provided by each ad every governmental agency to each such project or business activity, and the full name and address of each such agency.
- B. During the term of this CONTRACT, the CONTRACTOR shall prepare and file a statement with CSS each time it receives funding from any governmental agency that is additional to revenue already disclosed in the CONTRACTOR'S original revenue disclosure statement. The CONTRACTOR shall file such additional statement

within fifteen (15) days following receipt of such additional funding with a revised cost allocation plan. The COUNTY shall not pay the CONTRACTOR for any services provided by the CONTRACTOR that are for purposes other than the Refugee program or for services which are funded by other sources.

- C. Governmental agencies shall be exempt from the disclosure requirements of this SECTION, except as the requirements pertain to other sources of funding for refugee programs or shared costs.
- D. Failure of the CONTRACTOR to comply with the requirements of this SECTION shall constitute a material breach of contract, upon which the COUNTY may cancel, terminate, or suspend this CONTRACT.

XXIII. ADJUSTMENT OF CONTRACT FUNDING LEVEL

The COUNTY Project Director may adjust the funding amount of this Contract upward or downward by 25% based on CONTRACTOR performance and/or utilization of funds.

Any CONTRACTOR performing at less than 75% of performance goals identified in the Statement of Work (Exhibit C) may have the total contract amount reduced by 25%. Any CONTRACTOR exceeding 100% of performance goals identified in the Statement of Work may have the contract amount increased up to 25 %, depending on the availability of funds.

This funding level adjustment authority is granted to CSS by the Board of Supervisors to ensure the full utilization of any funds that if unused could revert to the Federal government.



FISCAL YEAR 2003/2004

REFUGEE EMPLOYMENT PROGRAM (REP)

EXHIBIT C

STATEMENT OF WORK

AID TO FAMILY SELF-SUFFICIENCY (AFSS)

- I. **PURPOSE AND OBJECTIVE:** This statement of work specifies the duties and responsibilities of the CONTRACTOR.

This employment component provides specialized training and placement for a secondary CalWORKs wage earner.

II. **PROGRAM REQUIREMENTS AND RESTRICTIONS**

A. Eligible Participants:

- Must be CalWORKs,
- A spouse of a mandatory CalWORKs participant who is meeting the 35 hours of participation requirement, or
- A spouse who is working a minimum of 20 hours a week.

B. Restrictions:

- No RCA participant may enroll in this component.
- AFSS activities may not be taken concurrently with any other REP component.

III. **PROGRAM ACTIVITIES**

- A. Training will include development of an employability plan, acculturation and introduction to the American work environment workshops, supervised job search techniques, supervised job search, group peer support and one-on-one counseling. Training may also include work experience when appropriate.
- B. AFSS training will be a minimum of 15 hours a week for ten (10) weeks. Should the participant not be placed upon completion of ten (10) weeks of AFSS training, the CONTRACTOR must have 15 hours a week of ongoing activities until job placement is achieved.

Original _____
 Amendment No. _____
 Modification No. _____

- C. Activities for ongoing services may include ESS, attendance in ESL classes, work experience, community service, employment for less than 20 hours a week to meet the 15 hours a week participation requirement.
- D. In cases when ongoing training/activities are provided by an off-site provider, the CONTRACTOR must receive monthly written verification of enrollment (indicating type of program/training), weekly hours of participation, and attendance.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. Ensure that eligibility requirements are met in terms of RCA status and residency.
- B. Develop and maintain in the participant's file a family self-sufficiency and employability plan for all AFSS refugee participants.
- C. Maintain in participant's file AFSS class attendance sign-in sheet, monthly progress evaluation form, job search progress report, and when applicable, verification of services from an off-site provider.
- D. Transmit electronically to ORACLE database data including date participant entered, completed, and placed in an unsubsidized job and ninety consecutive day job placement retentions by the close of business of the fifth (5) day of the month, as specified by operational bulletins.

V. PROGRAM PERFORMANCE STANDARDS

- A. At least **40%** of program participants shall be placed in permanent unsubsidized jobs and retained on the same job or in a comparable job for at least ninety (90) consecutive calendar days.
- B. Contractor goals are:

Activities	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Completed Job Training				
Initial Job Placement				
90-Day Retention				

VI. METHOD OF COMPENSATION

- A. The unit prices are for program costs associated with the case management, training, initial job placement and job retention of ninety (90) consecutive calendar days for participants enrolled in this component and administration cost.
- B. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit prices specified in the schedule below.

\$ 500	per participant completing training for a maximum _____ participants completing training.
\$ 300 (or* \$ 180 / \$ 120) PT / FT	per participant initially placed in a full-time unsubsidized job for a maximum of _____ planned initial placements.
\$ 700 (or *\$ 420 / \$ 280) PT / FT	per participant retained in an unsubsidized full-time job for ninety (90) consecutive calendar days for a maximum of _____ participants retained 90 days.

* Part-Time/Full-Time

- C. Billing may occur upon completion of AFSS training.
- Exception: CONTRACTOR may bill for completion of AFSS after one (1) week of training if the participant is placed in full-time employment.
 - when the participant is placed in full-time employment.

VII. PERFORMANCE REQUIREMENTS SUMMARY (EXHIBIT E)

(See attached summary)

VIII. NARRATIVE DESCRIPTION OF TRAINING ACTIVITY

Describe all ongoing services that are required for 35 hours a week once formal training has ended and until full-time job placement has occurred. Include type of training, location, hours, schedule or curriculum if applicable, supervised job search and any other activity.



FISCAL YEAR 2003/2004

REFUGEE EMPLOYMENT PROGRAM (REP)

EXHIBIT C

STATEMENT OF WORK

CUSTOMIZED EMPLOYER LINKED TRAINING (CELT)

I. PURPOSE AND OBJECTIVE: This statement of work specifies the duties and responsibilities of the CONTRACTOR.

This program component provides short-term skills training of two (2) to four (4) months to meet the requirements of a specific job identified by a prospective employer.

II. PROGRAM REQUIREMENTS AND RESTRICTIONS

A. Eligible Participants:

- May be CalWORKs or RCA or
- Any childless refugee or parents not receiving public assistance.

B. Restrictions:

- CalWORKs participants must have completed a minimum of four (4) consecutive weeks of job readiness/job search training prior to enrollment in CELT.
- RCA participants must complete the training within five (5) months of the establishment of refugee status.
- Participation rate must meet CalWORKs requirements of a minimum of 32 hours-per-week for one-parent cases and 35 hours-per-week for two-parent cases. RCA recipients must participate 35 hours-per-week.
- Placement wages must be **\$1.25** an hour above the California minimum wage.
- CELT activities may not be taken concurrently with any other REP component with the exception of ESS activities.

III. PROGRAM ACTIVITIES

- A.** Training will be customized to meet the job specification provided by the prospective employer.

- B. The length of training will be a minimum of two (2) months and no more than four (4) months.
- Exception: The length of training may be less than two (2) months only when the employer indicates that the participant has achieved sufficient level of skills and is hired.
- C. The customized training may be provided by the CONTRACTOR if the CONTRACTOR is approved by the California Department of Education (DOE), Bureau for Private Post-Secondary and Vocational Education (BPPVE) or the prospective employer. A separate non-REP funded agency may also provide the training if approved by DOE, BPPVE or the prospective employer.
- D. CELT training may be conducted in a classroom setting and may include intensive Vocational English-as-a-Second Language (VESL).
- E. Participation hours in CELT for all participants must be a minimum of 20 hours-per-week. The remaining 12 hours-per-week for CalWORKs single-parent cases or 15 hours for two-parent cases may be in the same activity or in any allowable activity including ESS and ESL. For RCA and asylees, the remaining 15 hours may be in the same activity as for CalWORKs participants.
- F. If the participant is not placed upon completion of two (2) to four (4) months of CELT training, CONTRACTOR must provide 32/35 hours-per-week of ongoing activities until job placement is achieved.
- G. Ongoing activities for CalWORKs participants must include a minimum of 20 hours-per-week of countable activities and 12/15 hours-per-week of allowable activities.
- H. Ongoing activities for RCA participants must include a minimum of 20 hours-per-week of countable activities and 15 hours-per-week of allowable activities.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. Ensure that eligibility requirements are met in terms of RCA status and residency.
- B. Submit a letter from the employer identifying the need for specific training and commitment to hire successful CELT participant or a written confirmation by a Regional Employment Development Department that there is an employment demand for a specific employer.
- C. Submit a written curriculum, at the time of contract execution, of each customized training outlining the learning objectives and the daily time schedule for the approval of the County.

Original _____
Amendment No. _____
Modification No. _____

- D. Ensure that the length of training is commensurate with the skill levels identified in the curriculum, and complies with the needs of the employer.
- E. Provide a copy of the certification for the appropriate classroom instruction and instructor from the California Department of Education, Superintendent of Public Instruction, or other appropriate certification to the County within thirty (30) calendar days of execution of this Contract or a letter of approval from the prospective employer for whom participants are being trained.
- F. If support services, such as transportation or allowable work-related expenses, are needed by a CalWORKs participant, CalWORKs funds must be accessed. If CalWORKs funds can not be accessed, justification and documentation must be contained in the case file stating why those funds were unavailable.
- G. All case files must contain Refugee Supportive Services Notification forms signed by the participants.
- H. Transmit electronically to ORACLE database data including date participant entered, completed, and placed in an unsubsidized job and ninety consecutive day job placement retentions by the close of business of the fifth (5) day of the month, as specified by operational bulletins. Also the contractor shall enter into the ORACLE System whether or not the CalWORKs participant is employed on the 180th day following his/her original initial job placement.

V. PROGRAM PERFORMANCE STANDARDS

- A. At least **70%** of program participants shall be placed in a permanent unsubsidized job and retained on the job for at least ninety (90) consecutive calendar days.
- B. Contractor goals are:

Activities	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Completed Job Training				
Initial Job Placement				
90-Day Retention				

VI. METHOD OF COMPENSATION

- A. The unit prices are for program costs associated with the case management, training, initial job placement and job retention of ninety (90) consecutive

calendar days for participants enrolled in this component, and administration cost.

- B. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit prices specified in the schedule below.

\$ 1,350	per participant completing training for a maximum _____ participants completing training.
\$ 811 (or* \$ 478 / \$ 333) PT / FT	per participant initially placed in a full-time training-related unsubsidized job for a maximum of _____ planned initial placements.
\$ 848 (or *\$ 500 / \$ 348) PT / FT	per participant retained in a training-related unsubsidized full-time job for ninety (90) consecutive calendar days for a maximum of _____ participants retained 90 days

* Part-Time/Full-Time

- C. Billing may occur upon completion of CELT training.
- Exception: CONTRACTOR may bill for completion of CELT after one week of training if the participant is placed in full-time employment.
- D. Reimbursement for job placement will only occur when participants are placed in unsubsidized jobs *for which they are trained* for a wage of \$1.25 above the California minimum wage.

VII. PERFORMANCE REQUIREMENTS SUMMARY (EXHIBIT E)

(See attached summary)

VIII. NARRATIVE DESCRIPTION OF TRAINING ACTIVITY

Describe ongoing activities for the 32/35 hours participation requirement for both the 20 hours of countable and 12/15 of allowable activities. Include type of training, location, hours, schedule or curriculum if applicable.



Exhibit C
ESS

Original _____
Amendment No. _____
Modification No. _____

FISCAL YEAR 2003/2004

REFUGEE EMPLOYMENT PROGRAM (REP)

EXHIBIT C

STATEMENT OF WORK

EMPLOYMENT SUPPORT SERVICES (ESS)

- I. **PURPOSE AND OBJECTIVE:** This statement of work specifies the duties and responsibilities of the CONTRACTOR.

This program is designed to provide special services to refugees required to participate in the REP program who need additional information and/or guidance in order to successfully adjust to the American world of work and achieve self-sufficiency.

II. **PROGRAM REQUIREMENTS AND RESTRICTIONS**

A. Eligible Participants:

- Enrollment in PET, PELT, CELT, VST, WEX, Step/R, Step/C, AFSS.

B. Restrictions:

- First priority for ESS is for RCA and CalWORKs participants
- Second priority is for recipients of GR, SSI/SSP registered with the CIU
- Third priority is for participants not receiving cash assistance or VOLAG cases.
- RCA participants enrolled in PET, PELT, or Step/R components are eligible for ESS only after the completion of the required training hours (PET-175 hours; PELT-200 hours; Step/R-200 hours).

III. **PROGRAM ACTIVITIES**

A. Individual Guidance/Counseling

This one-on-one service will consist of individualized guidance and/or counseling to resolve any personal and/or family cultural adjustment problems, goal clarification, or other issues related to employment.

B. Community Education Workshops

This activity will consist of group workshops and discussions on a variety of topics related to social, economic, academic and daily activities of an average worker.

The workshops will be conducted by invited volunteers or staff who are experienced or experts in their fields.

C. Field Trips

Field trips will be conducted to employer work sites to familiarize the participants with the American work environment, local EDD offices, job fairs or any other off-site locations where employment workshops or seminars are held.

D. Talktime

This activity will provide an opportunity for the participant to converse in English in an informal small group setting with an English-speaking volunteer or staff member.

E. Peer Support Group

This activity consists of group discussions facilitated by a refugee or a former refugee who has successfully adjusted to the American society and work environment to share their experiences, act as a role model, and provide guidance.

IV. RESPONSIBILITIES OF CONTRACTOR

A. Individual Guidance

1. CONTRACTOR shall maintain in the participant's case file a contact log defining problem/s presented, action plan to correct or alleviate the problem and the resolution of the problem. Duration of each session must also be recorded.

B. Workshops

1. CONTRACTOR shall arrange for guest speakers and translators (if needed).
2. Notify the COUNTY five (5) workdays prior to scheduling a workshop indicating date, time, place, topic and speaker.
3. Provide English translation of all materials/information distributed to participants.

4. Notify COUNTY of any cancellation or substitution of workshop topic at least a day before the scheduled event.

C. **Field Trips**

1. CONTRACTOR shall notify the COUNTY five (5) workdays prior to scheduling a field trip indicating date, time, site to be visited and purpose the field trip.

D. **Talktime**

1. CONTRACTOR shall recruit English-speaking volunteers to act as facilitators for talktime activities.
2. Conduct orientation for volunteers to explain the purpose and goals of the activity and suggest topics for conversation.
3. Ensure the required ratio of one volunteer for each group of five (5) participants.

E. **Peer Support Group**

1. CONTRACTOR shall arrange for refugee or former refugee volunteers to act as facilitators for peer support groups.
2. Conduct orientation for volunteers to explain the purpose and goals of the activity.

V. **PROGRAM PERFORMANCE STANDARDS**

A. **Individual Guidance**

- Conducted on a one-to-one basis for up to 12 hours of service per participant.

B. **Workshops**

- A minimum of ten (10) participants per workshop lasting an average of 90 minutes.

C. **Field Trips**

- A minimum of ten (10) participants in a group

D. **Talktime**

- A minimum of three (3) participants per talktime group lasting one hour.
- A ratio of one talktime facilitator to five participants.

E. **Peer Support Group**

- A minimum of five (5) participants but not to exceed ten (10) participants per-peer-support-group lasting one (1) hour.

F. CONTRACTOR goals are:

Activities	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
# of Individual Guidance Hours				
# of Workshops				
# of Field Trips				
# of Talktime Groups				
# of Peer Support Groups				

VI. **METHOD OF COMPENSATION**

- A. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit prices specified in the schedule below:

\$ 40	per one hour of counseling not to exceed 12 hours per participant for a maximum of _____ hours.
\$ 350	per workshops for a maximum of _____ workshops.
\$ 350	per fieldtrip for a maximum of _____ fieldtrips.
\$ 125	per talktime group for a maximum of _____ groups.
\$ 150	per peer support group for a maximum of _____ groups.

- B. Reimbursement for these activities will occur only upon receipt by the COUNTY of support documentation as outlined below:

1. **Individual Guidance**

- A list with participants name, alien number and number of hours individual guidance each participant received.
- A copy of the plan of action stating participant needs, action plan and outcome, signed by the participant and the counselor.

2. **Workshops**

- A copy of a sign-in sheet of participants attending the workshops, stating date, time, location and topic of the workshops.
- Copies of all handouts given to the participant including a translation if the material is not in English.

3. **Field Trips**

- A signed list with participants name and alien number on the field trip, including date, time, location (address).

4. **Talktime**

- Attendance sheet signed by the participants and the facilitator/s for each talktime group.

5. **Peer Support Group**

- Provide name, telephone number and brief background of the facilitator.
- Attendance sheet signed by the participant and the facilitator for each peer support group.



FISCAL YEAR 2003/2004

EXHIBIT C

STATEMENT OF WORK

JOB READINESS/JOB SEARCH (JR/JS)

- I. **PURPOSE AND OBJECTIVE:** This statement of work specifies the duties and responsibilities of the CONTRACTOR.

This program component provides introduction to the American work environment and training in various job- seeking techniques. It runs for four weeks with an optional fifth week, if needed.

II. **PROGRAM REQUIREMENTS AND RESTRICTIONS**

A. Eligible Participants:

- Must be CalWORKs

B. Restrictions:

- No RCA may be enrolled in this activity.
- Participation rate must meet CalWORKs requirement of a minimum of 32 hours-per-week for one-parent cases and 35 hours-per-week for two-parent cases.
- Participant must complete four (4) weeks of JR/JS activity prior to enrolling into a REP training component.
- JR/JS activity may not be taken concurrently with any other REP component.
- JR/JS classes cannot be combined with PELT classes, but can be combined with PET classes.

III. **PROGRAM ACTIVITIES**

- A. JR/JS activity provides acculturation and introduction to the American work environment, job-finding skills, supervised job search, and limited English-language training appropriate for job search activities.

- B. The length of training will be four (4) weeks of mandatory activity of 32 hours-per-week for single-parent cases and 35 hours-per-week for two- parent cases.
- C. Participants are entitled to three (3) excused absences. Excused absences include appointments, job interviews, childcare and medical care. Time for holidays and excused absences are not required to be made up. Agencies with participants with greater than three (3) excused absences must submit a waiver request to CSS at the time of billing.
- D. Participants who were unsuccessful in finding employment by the end of the four (4) weeks of JR/JS may volunteer for one additional week of enhanced JR/JS activity.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR must ensure that all participants are enrolled in JR/JS within thirty (30) days of being referred by the CIU to the CONTRACTOR.
- B. Ensure that all CalWORKs participants complete four (4) weeks of JR/JS prior to enrollment into a REP training component (CELТ, VST, WEX, STEP/C).
- C. Those CalWORKs participants that are already enrolled or will be enrolled in CELТ, VST, WEX, STEP/C within one week after intake are exempt from JR/JS.
- D. Ensure that all JR/JS activities begin and end regularly at pre-determined, specific times.
- E. Submit to the COUNTY monitor a JR/JS schedule indicating the beginning and the end of each JR/JS for each agency site at the end of each month.
- F. Submit to the COUNTY Program Manager a curriculum of appropriate classroom instruction for the four (4) weeks of JR/JS training. Curriculum must be submitted by time of contract execution.
- G. Ensure that JR/JS activities are provided in the participant's primary language.

- H. Ensure that the JR/JS classes are conducted in groups speaking no more than two (2) different primary languages and are conducted by instructors who are fluent in those languages.
- I. Ensure that enrollment does not exceed 25 participants in any JR/JS class, even if JR/JS class is combined with another training.
- J. Provide supervision of targeted job search and telephone banks for participant use.
- K. Maintain in participant's file Performance Evaluation (completed every two weeks) and Job Readiness/Job Search Log signed daily by the participant.
- L. Conduct on the last day of JR/JS an activity assignment interview to schedule participant for the referred REP training component.
- M. Transmit electronically to ORACLE database data including date participant enrolled in JR/JS.

V. METHOD OF COMPENSATION

- A. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit price specified in the schedule below:

\$350.00	Per CalWORKs participant completing four (4) or five (5) weeks of Job Readiness/Job Search for a maximum of _____ participants.
-----------------	---

- B. Billing may occur upon completion of JR/JS training.
 - Exception: CONTRACTOR may bill for completion of JR/JS after one (1) week of training if the participant is placed in full-time employment.
- 1. Receipt, by the COUNTY with the billing invoice, of the following documentation:
 - A copy of the daily attendance signed by the participant and
 - If participant is placed in full-time employment, CONTRACTOR must submit copy of first paycheck.



Exhibit C
Off Aid

Original _____
Amendment No. _____
Modification No. _____

FISCAL YEAR 2003/2004

REFUGEE EMPLOYMENT PROGRAM (REP)

EXHIBIT C

STATEMENT OF WORK

OFF-AID

I. PURPOSE AND OBJECTIVE: This program component provides post-employment services to assist CalWORKs participants retain employment and/or increase their wages through promotion or advancement with another employer to go off-aid.

II. PROGRAM REQUIREMENTS AND RESTRICTIONS

A. Eligible Participants:

- CalWORKs only

B. Restrictions:

- Must be employed for 32 or 35 hours a week.

III. PROGRAM ACTIVITIES

- A. The post-employment services will be conducted on a one-to-one basis and include individualized guidance and/or motivational/adjustment services.
- B. In cases when the participant needs to change his/her job in order to become self-sufficient, the contractor shall provide a focused, supervised job search services.
- C. Contact the employer to ascertain the possibility to increase wages through a promotion or advancement.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. Develop and maintain in the participants file a plan of action containing information on all service provided to accomplish the goal.
- B. Record all referrals and track participant's progress.
- C. Ensure that the case has been closed by DPSS for a minimum of four (4) months due to earnings.

V. PROGRAM PERFORMANCE STANDARDS

A. Contractor goals are:

Activities	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Four months off-aid				

VI. METHOD OF COMPENSATION

A. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit price specified in the schedule below:

\$ 673	per CalWORKs family for a maximum of _____ parent/s not receiving cash aid for four (4) months
---------------	--

B. Billing for post employment services may occur after the participant has been off CalWORKs aid for a minimum of four (4) months.

C. Reimbursement for off-aid will only occur when the Contractor submits the GEARS printout reflecting four months of Off Aid.

VII. PERFORMANCE REQUIREMENTS SUMMARY (EXHIBIT E)
(see attached summary)



FISCAL YEAR 2003/2004

REFUGEE EMPLOYMENT PROGRAM (REP)

EXHIBIT C

STATEMENT OF WORK

PRE-EMPLOYMENT LANGUAGE TRAINING (PELT)

I. PURPOSE AND OBJECTIVE: This statement of work specifies the duties and responsibilities of the CONTRACTOR.

This ten (10) week program component combines PET and ESL training into one classroom activity for RCAs and non-Cash Refugees who have limited or no English ability and/or limited educational background.

II. PROGRAM REQUIREMENTS AND RESTRICTIONS

A. Eligible Participants:

- Must be RCA, or
- Any childless adult refugee not receiving public cash, or
- Refugee parents of a family not receiving public assistance.

B. Restrictions:

- No CalWORKs recipient may enroll in this component
- PELT activity may not be taken concurrently with any other REP component.
- Eligible for ESS component only after completion of 200 hours of PELT.
- PELT classes cannot be combined with Pre-Employment Training (PET), nor Job Readiness/Job Search (JR/JS) classes.

III. PROGRAM ACTIVITIES

- A. Training will include 20 hours-per-week instruction in application completion, resume preparation, job interview techniques, how to identify and pursue potential job opportunities, practical application of job search techniques and supervised job search and 15 hours-per-week of Survival English and work-related English.

- B. PELT classes will be held a minimum of 35 hours-per-week for a minimum of ten (10) weeks. The first four (4) weeks of PELT training cannot contain job search. After the fourth week, PELT training can include supervised job search. However, such activities may not exceed twenty (20) hours per-week.
- C. Should the participant not be placed upon completion of ten (10) weeks of PELT training, the CONTRACTOR must -- provide 35 hours-per-week of ongoing activities for RCAs and a minimum of five (5) hours of face-to-face services a week for refugees not receiving aid until job placement is achieved.
- D. Ongoing activities may include ESS, attendance in ESL, vocational training in a Community College or Adult Education classes, work experience or community service to meet the 35 hours-per-week participation requirements.
- E. In cases where ongoing training/activities are provided by an off-site provider, the CONTRACTOR must receive monthly written verification of enrollment (indicating type of program/training), weekly hours of participation, and attendance.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. Ensure that eligibility requirements are met in terms of RCA and non-cash refugee status and residency.
- B. Submit a PELT curriculum that includes both PET and ESL classroom instruction, that outlines learning objectives and the daily time schedule when submitting this Contract.
- C. Develop and maintain in the participant's file a family self-sufficiency plan for all PELT refugee participants.
- D. Maintain in participant's file PELT Activity Log sign-in sheet, monthly progress evaluation form, job search progress report, and when applicable, verification of services from an off-site provider.
- E. Transmit electronically to ORACLE database data including date participant entered, completed, and placed in an unsubsidized job and ninety (90) consecutive day job placement retention by the close of business of the fifth (5th) day of the month, as specified by operational bulletins.

V. PROGRAM PERFORMANCE STANDARDS

- A. At least **60%** of the program's participants shall be placed in permanent unsubsidized jobs and retained on the same job or in a comparable job for at least ninety (90) consecutive calendar days.

Activities	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Completed Job Training				
Initial Job Placement				
90-Day Retention				

VI. METHOD OF COMPENSATION

- A. The unit prices are for program costs associated with case management, training, initial job placement and job retention of ninety (90) consecutive calendar days for participants enrolled in this component and administrative cost.
- B. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit prices specified in the schedule below:

\$ 1064	per participant completing training for a maximum of _____ participants completing training.
\$ 627 (or \$ 370 /\$ 257) *PT / FT	per participant initially placed in a full-time unsubsidized job for a maximum of _____ planned initial placements.
\$ 905 (or \$ 535 / \$ 370) *PT / FT	per participant retained in a unsubsidized full-time job for ninety (90) consecutive calendar days for a maximum of _____ participants retained 90 days.

***Part-time/Full-time**

- C. Billing may occur upon completion of PELT training.
- Exception: CONTRACTOR may bill for completion of PELT after one (1) week of training if the participant is placed in full-time employment.

Original _____
Amendment No. _____
Modification _____

VII. PERFORMANCE REQUIREMENT SUMMARY (EXHIBIT E)
(See attached summary)

VIII. NARRATIVE DESCRIPTION OF TRAINING ACTIVITY

Describe all ongoing services that are required for 35 hours a week once formal training has ended and until full-time job placement has occurred. Include type of training, location, hours, schedule or curriculum of applicable, supervised job search and any other activity.

Rev 5/03



2003/2004

REFUGEE EMPLOYMENT PROGRAM (REP)

EXHIBIT C

STATEMENT OF WORK

PRE-EMPLOYMENT TRAINING (PET)

- I. PURPOSE AND OBJECTIVE:** This statement of work specifies the duties and responsibilities of the CONTRACTOR.

This five (5) week program component provides pre-employment services for RCAs who have some English ability and previous employment experience and/or marketable job skills appropriate to demand occupations and current job openings.

II. PROGRAM REQUIREMENTS AND RESTRICTIONS

A. Eligible Participants:

- Must be RCA
- Any childless adult refugee not receiving public cash, or
- Refugee parents of a family not receiving public assistance

B. Restrictions:

- No CalWORKs recipient may enroll in this component.
- PET activity may not be taken concurrently with any other REP component.
- PET training classes cannot be combined with Pre-Employment Language Training; but it can be combined with Job Readiness/Job Search classes.
- Eligible for ESS component only after completion of 175 hours of PET.

III. PROGRAM ACTIVITIES

- A. Training will include 35-hours-per-week of instruction in application completion, resume preparation, job interview techniques, how to identify and pursue potential job opportunities, limited work-related English as a Second Language appropriate for job search activities, practical application of job search techniques and supervised job search.
- B. PET classes will be held for a minimum of five (5) weeks for at least 35 hours-per-week. The first two weeks of PET training cannot contain Job Search.

After the second week, PET training can include supervised job search activities. However, such activities may not exceed twenty (20) hours-per-week.

- C. Should the participant not be placed upon completion of five (5) weeks of PET training, the CONTRACTOR must have 35 hours-per-week of ongoing activities for RCAs and a minimum of five (5) hours of face-to-face services a week for refugees not receiving aid until job placement is achieved.
- D. Ongoing activities may include Employment Support Services (ESS), attendance in English-as-a-Second-Language (ESL), vocational training in a Community College or Adult Education classes, work experience or community service to meet the 35 hours-per-week participation requirements. Job Search can be used in combination with any of the above-mentioned ongoing activities not to exceed a maximum of 20 hours-per-week.
- E. In cases where ongoing training/activities are provided by an off-site provider, the CONTRACTOR must receive monthly written verification of enrollment (indicating type of program/training, weekly hours of participation, and attendance).

IV. RESPONSIBILITIES OF CONTRACTOR

- A. Ensure that eligibility requirements are met in terms of RCA status and residency.
- B. Submit a PET curriculum of appropriate classroom instruction, which outlines learning objectives and the daily time schedule when submitting this Contract.
- C. Develop and maintain in the participant's file a family self-sufficiency plan for all PET refugee participants.
- D. Maintain in participant's file PET class attendance sign-in sheet and job search progress report.
- E. Transmit electronically to ORACLE database data including date participant entered, completed, and placed in an unsubsidized job and ninety (90) consecutive day job placement retention by the close of business of the fifth (5th) day of the month, as specified by operational bulletins.

V. PROGRAM PERFORMANCE STANDARDS

- A. At least **60%** of the program's participants must be placed in permanent

unsubsidized jobs and retained on the job for at least ninety (90) consecutive calendar days.

B. Contractor goals are:

ACTIVITIES	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Completed Job Training				
Initial Job Placement				
90-Day Retention				

VI. METHOD OF COMPENSATION

A. The unit prices are for program costs associated with the case management, training, initial job placement and job retention of ninety (90) consecutive calendar days for participants enrolled in this component, and administrative cost.

B. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit prices specified in the schedule below.

\$ 427	per participant completing training for a maximum of _____ participants completing training.
\$ 317 (or \$ 187 / \$ 130) *PT/FT	per participant initially placed in Fulltime unsubsidized job for a maximum of _____ planned initial placements.
\$ 797 (or \$ 470 / \$ 327) *PT/FT	per participant retained in a fulltime unsubsidized job for ninety (90) consecutive calendar days for a maximum of _____ participants retained 90 days.

*Part-time/Full-time

C. Billing may occur upon completion of PET training.

- Exception: CONTRACTOR may bill for completion of PET after one (1) week of training if the participant is placed in full-time employment.

VII. PERFORMANCE REQUIREMENTS SUMMARY (EXHIBIT E)
(See attached summary)

VIII. NARRATIVE DESCRIPTION OF ONGOING TRAINING ACTIVITY

Describe ongoing activities for the 35 hours-per-week participation requirement. Include topics/subjects to be covered (summary of subjects taught and number of hours), and schedule/curriculum, number of employer contacts per week, community service, etc.



Exhibit C
Support Services
Original _____
Amendment No. _____
Modification No. _____

FISCAL YEAR 2003/2004

REFUGEE EMPLOYMENT PROGRAM (REP)

EXHIBIT C

STATEMENT OF WORK

SUPPORTIVE SERVICES DIRECT PAYMENTS (SS)

- I. **PURPOSE AND OBJECTIVE:** This statement of work specifies the duties and responsibilities of the CONTRACTOR for Support Services, which includes transportation, work-related expenses and union fees.

This program component is designed to administer and make direct payments for various Supportive Services to refugees and entrants active in RESS/TA funded and/or approved training programs.

II. **PROGRAM REQUIREMENTS AND RESTRICTIONS**

A. Eligible Participants:

- RCA participants who meet 35 hours-per-week participation.

B. Restrictions:

- RCA and GR participants who are enrolled in ESL are not eligible for transportation payments.
- License fees required to secure employment in a particular field are not a reimbursable work-related expense.
- Transportation expenses for CalWORKs participants are not eligible for direct payments from the REP program
- Each month's invoice must contain all transportation and ancillary expenses paid to the participants in that given month.

III. **RESPONSIBILITIES OF CONTRACTOR**

- A. Determine eligibility and assess participant's need for supportive services.
- B. Establish separate fiscal and accounting systems to track any payments made.
- C. Allocate 5% of the contractor's total REP grant for supportive services. Allocations that are either less than or more than 5% must have prior approval from CSS.

- D. Track participants and evaluate continued need for support services on a case-by-case basis and record in participants file.

.IV. PROGRAM PERFORMANCE STANDARDS

A. Reimbursable Expenses

1. Transportation

- Transportation costs (such as bus tokens or tickets, bus passes, parking expenses) may be paid only for the days when an RCA participant participates in an approved REP activity.

2. Work-Related Expenses

- Special tools required for an RCA participant to accept and/or maintain full-time employment.
- Clothing/uniforms, special gloves, shoes or boots, rain gear or protective gear needed to perform tasks on the job.
- Union fees required for participant/s to be offered a job.

3. Union Fees

- Union fees required for participants to maintain a job.

V. METHOD OF COMPENSATION

The fixed-rate fee will be reimbursed to the contractor in increments upon receipt by the County of support documentation as outlined below:

A. Transportation

- Expenses will be paid at the rate of \$2.00 per day up to a maximum of \$45.00 per month or cost of a bus pass.

Documentation required: A list with participant's name, alien number and amount paid to the participant, date paid to the participant, type of issuance (token, cash, bus pass), and participant's signature verifying the receipt of transportation funds.

B. Work-Related Expenses

- Costs not to exceed a maximum of \$150.00 per participant.

Documentation required: A list with participant's name, alien number, amount paid, a voucher or a copy of the purchase receipt, a copy of the check issued to the participant, and the participant's signature verifying the receipt of work-related funds.

C. Union Fees

- May be reimbursed at a maximum of 50% of the cost not to exceed \$200 per participant.

Documentation required: A copy of request for payment from the Union, a copy of the check issued to the participant, and the participant's signature verifying receipt of the check.

VI.

Amount allocated for SS _____



FISCAL YEAR 2003/2004

REFUGEE EMPLOYMENT PROGRAM (REP)

EXHIBIT C

STATEMENT OF WORK

SELECTIVE TRAINING AND EMPLOYMENT PROJECT/C (STEP/C)

I. PURPOSE AND OBJECTIVE: This statement of work specifies the duties and responsibilities of the CONTRACTOR.

This work experience component is designed to serve non-job ready refugees who are 50 years or older, have minimal employment experience, skills deficiencies, limited English ability and/or barriers to employment due to physical limitations.

II. PROGRAM REQUIREMENTS AND RESTRICTIONS

A. Eligible Participants:

- Must be CalWORKs and
- Be 50 years of age or older and/or
- Have two or more physical limitations documented by the VHAP Project
- Carry over CalWORKs participant turning 50 years of age in the new program year.
- Have completed four (4) consecutive weeks of job search/job readiness activities prior to enrollment in STEP/C.

B. Restrictions:

- No RCA participants may enroll in this component.
- Participation rates must meet the CalWORKs requirement of a minimum of 32/35 hours.
- STEP/C activities may not be taken concurrently with any other REP component with the exception of ESS activities.

III. PROGRAM ACTIVITIES

- A. STEP/C training component provides unpaid work experience at the worksite of an employer to give the participant basic job skills or enhance existing job skills in a position related to the participant's experience that will lead to unsubsidized employment.

- B. The length of STEP/C training will be ten (10) weeks.
- C. STEP/C activity may also be training in a private or public nonprofit agency provided the training activity will enhance or develop the participant's skills and increase the ability to find unsubsidized employment.
- D. Participation hours in STEP/C must be a minimum of 20 hours a week. The remaining 12 hours a week for single parent cases or 15 hours for two parent cases may be in the same activity or in any allowable activity including ESS, ESL and monthly evaluation of participant's performance.
 - Exception: Participation hours may be adjusted based on VHAP evaluation report indicating participant's inability to participate 35 hours a week.
- E. Should the participant not be placed upon completion of ten (10) weeks of STEP/C training, the participant must have 32/35 hours per week of ongoing activities until job placement is achieved.
- F. Ongoing activities for STEP/C participant must include 20 hours per week of countable activities and 12/15 hours per week of any allowable activity.
- G. As part of the allowable activities, STEP/C participants must have a minimum of five (5) hours a week of face-to-face services to review training progress and to provide additional services such as supervised job search, VESL and/or counseling if needed.
- H. Work experiences qualify for course credit if it is approved by an accredited institution.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. Ensure the eligibility requirements are met in terms of refugee or entrants status and residency.
- B. Execute a Worksite Agreement with the employer providing WEX training explaining the job tasks and days/hours to be worked by the participant. The Worksite Agreement must be signed by the employer, the CONTRACTOR, and the participant. A signed copy of the agreement is to be provided to the employer and the participant as well as retained in the participant's files.
- C. Ensure that all work experience activities and job placement take into consideration participant's physical limitations identified in VHAP evaluation report.

- D. Track the participant's attendance at the unpaid worksite and evaluate in writing the participant's performance every two (2) weeks and retain in participant file.
- E. Develop and maintain in the participants file a family self-sufficiency plan for all STEP/C participants.
- F. Should the participant not be placed on unsubsidized employment after ten (10) weeks of STEP/C the provider shall re-evaluate participant skills, knowledge and progress. Based on such review, the participant may be placed at an alternate worksite or assigned to other appropriate activity, leading to unsubsidized employment.
- G. If support services such as transportation and/or allowable work-related expenses are needed by a STEP/C participant, CalWORKs funds must be accessed. If not, justification and documentation must be submitted to CSS and contained in the case file stating why those funds were unavailable.
- H. Transmit electronically to ORACLE database data including date participant entered, completed, and placed in an unsubsidized job and ninety (90) consecutive day job placement retention by the close of business of the fifth (5th) day of the month, as specified by operational bulletins. Also the contractor shall enter into Oracle whether or not the CalWORKs participant is employed on the 180th day following his/her original initial job placement.

V. PROGRAM PERFORMANCE STANDARDS

- A. At least **50%** of the program's participants must be placed in permanent unsubsidized jobs and retained on the job for at least ninety (90) consecutive calendar days.
- B. CONTRACTOR goals are:

Activities	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Completed Job Training				
Initial Job Placement				
90-Day Retention				

VI. METHOD OF COMPENSATION

- A. The unit prices are for program costs associated with the case management, training, initial job placement and job retention of ninety (90)

consecutive calendar days for participants enrolled in this component, and administration costs.

- B. The County will reimburse CONTRACTOR on the basis of the fixed unit prices specified in the attached schedule.

\$ 1,222	per participant completing training for a maximum of _____ participants completing training.
\$ 776 (or \$ 458 / \$ 318) *PT/FT	per participant initially placed in full-time unsubsidized job for a maximum of _____ planned initial placements.
\$ 1,304 (or \$ 769 / \$ 535) *PT/FT	per participant retained in a full-time unsubsidized job for ninety (90) consecutive calendar days for a maximum of _____ participants retained 90 days.

- C. Billing may occur upon completion of STEP/C training.

- Exception: CONTRACTOR may bill for completion of STEP/C after one (1) week of training if the participant is placed in full-time employment.

VII. PERFORMANCE REQUIREMENTS SUMMARY (EXHIBIT E)
(See attached summary)

VIII. NARRATIVE DESCRIPTION OF TRAINING ACTIVITY

Describe ongoing activities for the 32/35 hours participation requirement for both the 20 hours of countable and 12/15 hours of allowable activities. Include type of training, location, hours, schedule or curriculum if applicable, supervised job search and any other activity.



2003/2004

REFUGEE EMPLOYMENT PROGRAM (REP)

EXHIBIT C

STATEMENT OF WORK

SELECTIVE TRAINING AND EMPLOYMENT PROJECT/R (STEP/R)

- I. PURPOSE AND OBJECTIVE:** This statement of work specifies the duties and responsibilities of the CONTRACTOR.

This ten (10) week program component combines PET and ESL training into one classroom activity for RCAs who have limited or no English ability and/or limited educational background. The participants must be 50 years of age or older and/or have barriers to employment due to physical limitations.

II. PROGRAM REQUIREMENTS AND RESTRICTIONS

A. Eligible Participants:

- Must be RCA or
- Any childless adult refugee not receiving public cash or
- Refugee parents of a family not receiving public assistance.
- Be 50 years of age or older with limited English ability who are not employed full-time and/or
- Have two or more physical limitations documented by the VHAP Project and
- Carry over RCA participants turning 50 years of age in the new program year.

B. Restrictions:

- No CalWORKs recipient may enroll in this component.
- Step/R activity may not be taken concurrently with any other REP component.
- Eligible for ESS component only after completion of 200 hours of Step/R.

III. PROGRAM ACTIVITIES

- A.** Training will include 20 hours per week of employability assessment of the type of employment the refugee may qualify for, development of an Employability Plan, instruction in application completion, resume preparation, job interview techniques, how to identify and pursue potential job

opportunities, limited English as a Second Language (ESL) appropriate for job search activities, practical application of job search techniques and supervised job search and 15 hours of motivational workshop, talktime practice, peer support facilitation and/or mentoring, and counseling.

- B. Step/R classes will be held a minimum of 35 hours per week for a minimum of ten (10) weeks. Should the participant not be placed upon completion of ten (10) weeks of Step/R training, the CONTRACTOR must have 35 hours a week of ongoing activities for refugee receiving cash assistance and a minimum of five (5) hours of face-to-face services a week for refugees not receiving aid until job placement is achieved.
 - Exception: Participation hours may be adjusted based on VHAP evaluation report indicating the participant's inability to participate 35 hours a week.
- C. Activities for ongoing services may include ESS, attendance in ESL, vocational training in a Community College or Adult Education classes, work experience or community service to meet the 35 hours per week participation requirements.
- D. In cases where ongoing training/activities are provided by an off-site provider, the CONTRACTOR must receive monthly written verification of enrollment (indicating type of program/training), weekly hours of participation, and attendance.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. Ensure that eligibility requirements are met in terms of refugee or entrant status and residency.
- B. Ensure that all STEP/R activities and job placement take into consideration participants' physical limitations identified in VHAP evaluation report.
- C. Submit a STEP/R curriculum that includes both PET and ESL classroom instruction, outlines learning objectives, and the daily time schedule when submitting this Contract.
- D. Develop and maintain in the participant's file a family self-sufficiency plan for all STEP/R refugee participants.
- E. Maintain in participant's file Step/R class attendance sign-in sheet, monthly progress evaluation form, job search progress report, and when applicable, verification of services from an off-site provider.

- F. Transmit electronically to ORACLE database data including date participant entered, completed, and placed in an unsubsidized job and ninety (90) consecutive day job placement retention by the close of business of the fifth (5th) day of the month, as specified by operational bulletins.

V. PROGRAM PERFORMANCE STANDARDS

- A. At least **50%** of the program's participants shall be placed in permanent unsubsidized jobs and retained on the same job or in a comparable job for at least ninety (90) consecutive calendar days.
- B. CONTRACTOR goals are:

Activities	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Completed Job Training				
Initial Job Placement				
90-Day Retention				

VI. METHOD OF COMPENSATION

- A. The unit prices are for program costs associated with the case management, training, initial job placement and job retention of ninety (90) consecutive calendar days for participants enrolled in this component, and administration costs.
- B. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit prices specified in the schedule below:

\$ 1,064	per participant completing training for a maximum of _____ participants completing training.
\$ 850 (\$500 / \$350) *PT / FT	per participant initially placed in a full-time unsubsidized job for a maximum of _____ planned initial placements.
\$ 950 (\$560 / \$390) *PT / FT	per participant retained in a unsubsidized full-time job for ninety (90) consecutive calendar days for a maximum of _____ participants retained 90 days.

* Part-Time/Full-Time

- C. Billing may occur upon completion of the STEP/R training.

Original _____
Amendment No. _____
Modification _____

- Exception: CONTRACTOR may bill for completion of STEP/R after one (1) week of training if the participant is placed in full-time employment.

VII. PERFORMANCE REQUIREMENT SUMMARY (EXHIBIT E)
(See attached summary)

VIII. NARRATIVE DESCRIPTION OF TRAINING ACTIVITY

Describe all ongoing services that are required for 35 hours a week once formal training has ended and until full-time job placement has occurred.



2003/2004

REFUGEE EMPLOYMENT PROGRAM (REP)

EXHIBIT C

STATEMENT OF WORK

WORK EXPERIENCE (WEX)

- I. **PURPOSE AND OBJECTIVE:** This statement of work specifies the duties and responsibilities of the CONTRACTOR.

This three (3) month employment component provides non-job ready CalWORKs refugees who have minimal employment experience, skills deficiencies, limited English ability and/or cultural and attitudinal barriers to employment, unpaid on-the-job work training.

II. **PROGRAM REQUIREMENTS AND RESTRICTIONS**

A. Eligible Participants:

- Must be CalWORKs
- CalWORKs participants must have completed a minimum of four (4) consecutive weeks of job search/job readiness training prior to enrollment in WEX.

B. Restrictions:

- No RCA participants may enroll in this component
- Participation rate must meet CalWORKs requirement of a minimum of 32 hours a week for one parent cases and 35 hours a week for two parent cases
- WEX activities may not be taken concurrently with any other REP component with the exception of ESS activities

III. **PROGRAM ACTIVITIES**

- A. WEX training component provides unpaid work experience at the worksite of an employer to give the participant basic job skills or enhance existing job skills in a position related to participant's experience that will lead to unsubsidized employment.

- B. The length of training will be three (3) months.

Original _____
Amendment No. _____
Modification No. _____

- C. Participation hours in WEX must be a minimum of 20 hours a week of WEX. The remaining 12 hours a week for single-parent cases or 15 hours for two-parent cases may be in the same activity or in any allowable activity including ESS, ESL and monthly evaluation of participant's performance.
- D. Should the participant not be placed upon completion of three (3) months of WEX training, the participant must have 32/35 hours per week of ongoing activities until job placement is achieved.
- E. Ongoing activities for WEX participant must include 20 hours per week of countable activities and 12/15 hours-per-week of any allowable activities including supervised job search, ESS, and ESL.
- F. After completion of the WEX training (240 hours), the CONTRACTOR shall re-evaluate participant's skills, knowledge and progress. Based on such review, participant may be placed at an alternate worksite.
- G. Work experience activity could qualify for course credit if it is approved by an accredited institution.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. Ensure the eligibility requirements are met in terms of CalWORKs status and residency.
- B. Execute a Worksite Agreement with the employer providing WEX training explaining the job tasks and days/hours to be worked by the participant. The Worksite Agreement must be signed by the employer, the CONTRACTOR and the participant. A signed copy of the agreement is to be provided to the employer and the participant as well as retained in the participant's files.
- C. Track the participant's attendance at the worksite and evaluate in writing the participant's performance monthly and retain in participant file.
- D. Develop and maintain in the participants file a family self-sufficiency plan for all WEX participants.
- E. If support services such as transportation and/or allowable work-related expenses are needed by a WEX participant, CalWORKs funds must be accessed, if not justification and documentation must be submitted to CSS and contained in the case file stating why those funds were unavailable.
- F. Transmit electronically to ORACLE database data including date participant entered, completed, and placed in an unsubsidized job and ninety (90) consecutive day job placement retention by the close of business of the fifth (5th) day of the month, as specified by operational bulletins. Also the

Original _____
Amendment No. _____
Modification No. _____

contractor shall enter into Oracle whether or not the CalWORKs participant is employed on the 180th day following his/her original initial job placement.

V. PROGRAM PERFORMANCE STANDARDS

A. At least **60%** of the program's participants must be placed in permanent unsubsidized jobs and retained on the job for at least ninety (90) consecutive calendar days.

B. **CONTRACTOR goals are:**

Activities	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Completed Job Training				
Initial Job Placement				
90-Day Retention				

VI. METHOD OF COMPENSATION

A. The unit prices are for program costs associated with the case management, training, initial job placement and job retention of ninety (90) consecutive calendar days for participants enrolled in this component, and administration costs.

B. The County will reimburse CONTRACTOR on the basis of the fixed unit prices specified in the schedule below.

\$ 600	per participant completing training for a maximum of _____ participants completing training.
\$ 800 (or * \$ 472 / 328) *PT / FT	per participant initially placed in a full-time unsubsidized job for a maximum of _____ planned initial placements
\$ 1,000 (or * \$ 590 / \$ 410) *PT / FT	per participant retained in a full-time unsubsidized job for ninety (90) consecutive calendar days for a maximum of _____ participants retained 90 days.

*** Part-Time/Full-Time**

B. Billing for training may occur upon completion of WEX training.

- Exception: CONTRACTOR may bill for completion of WEX after one (1) week of training if the participant is placed in full-time employment.

VII. PERFORMANCE REQUIREMENTS SUMMARY (EXHIBIT E)
(See attached summary)

VIII. NARRATIVE DESCRIPTION OF TRAINING ACTIVITY

Describe ongoing activities for the 32/35 hours participation requirement for both the 20 hours of countable and 12/15 of allowable activities. Include type of training, location, hours, schedule or curriculum if applicable.



FISCAL YEAR 2003/2004

REFUGEE EMPLOYMENT PROGRAM (REP)

EXHIBIT C

STATEMENT OF WORK

VOCATIONAL SKILLS TRAINING (VST)

- I. **PURPOSE AND OBJECTIVE:** This statement of work specifies the duties and responsibilities of the CONTRACTOR.

This program component provides up to six (6) months of vocational skills training in demand occupations leading to rapid employment.

II. **PROGRAM REQUIREMENTS AND RESTRICTIONS**

A. Eligible Participants:

- May be CalWORKs or RCA

B. Restrictions:

- CalWORKs participants must have completed a minimum of four (4) consecutive weeks of job readiness/job search training prior to enrollment in VST.
- Participation rate must meet CalWORKs requirements of a minimum of 32 hours-per-week for one-parent cases and 35 hours-per-week for two-parent cases. RCA participants must participate 35 hours-per-week.
- Victims of human trafficking must participate 35 hours-per-week. However, special cases will be reviewed on a case-by-case basis.
- Participant may be self-employed in the field that he was trained.
- Placement wages must be \$1.25 per-hour above the California minimum wage.
- VST activities may not be taken concurrently with any other REP component with the exception of ESS activities.

III. **PROGRAM ACTIVITIES**

- A. The length of training will be a minimum of two (2) months and no more than six (6) months.

- B. The vocational training may be provided by the CONTRACTOR if approved by the California Department of Education (DOE), Bureau for Private Post-Secondary and Vocational Education (BPPVE). A separate non-REP funded agency may also provide the training if approved by DOE or BPPVE.
- C. VST training may be conducted in a classroom setting and may include intensive employment oriented English Language Training (VESL).
- D. Participation hours in VST for all participants must be a minimum of 20 hours-per-week. The remaining 12 hours-per-week for CalWORKs single-parent cases or 15 hours-per-week for two-parent cases may be in the same activity or in any allowable activity including ESS and ESL. For RCA, asylees, entrants and victims of human trafficking, the remaining 15 hours may be in the same activity as for CalWORKs participants.
- E. Should the participant not be placed upon completion of two (2) to six (6) months of VST training, CONTRACTOR must have 32/35 hours-per-week of ongoing activities until job placement is achieved.
- F. Ongoing activities for CalWORKs participants must include a minimum of 20 hours-per-week of countable activities and 12/15 hours-per-week of any allowable activities, supervised job search, ESS and ESL.
- G. Ongoing activities for RCA participants must include a minimum of 20 hours-per-week of countable activities and 12/15 hours-per-week of any allowable activities, supervised job search, ESS and ESL.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. Ensure that eligibility requirements are met in terms of RCA status and residency.
- B. Submit a written curriculum of each skills training course, including length of training, hours, daily time schedule, and location for County approval when submitting this contract.
- C. Ensure that the length of training is commensurate with the skill levels identified in the curriculum, and complies with the needs of the employer.

- D. Provide a copy of the certification for the appropriate classroom instruction and instructor from the State Department of Education, Superintendent of Public Instruction, or other appropriate certification to the County within thirty (30) calendar days of execution of this Contract.
- E. Develop and maintain in the participant's file a family self-sufficiency plan for all VST participants.
- F. Transmit electronically to ORACLE database data including date participant entered, completed, and placed in an unsubsidized job and ninety consecutive day job placement retentions by the close of business of the fifth (5) day of the month, as specified by operational bulletins. Also the contractor shall enter into Oracle whether or not the CalWORKs participant is employed on the 180th day following his/her original initial job placement.

V. PROGRAM PERFORMANCE STANDARDS

- A. At least 70% of program participants shall be placed in a permanent unsubsidized job and retained on the job for at least ninety (90) consecutive calendar days.
- B. Contractor goals are:

Activities	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Completed Job Training				
Initial Job Placement				
90-Day Retention				

VI. METHOD OF COMPENSATION

- A. The unit prices are for program costs associated with the case management, training, initial job placement and job retention of ninety (90) consecutive calendar days for participants enrolled in this component, and administration costs.
- B. The COUNTY will reimburse CONTRACTOR on the basis of the fixed unit prices specified in the schedule below.

\$	per participant completing training for a maximum of _____ participants completing training.
\$ (or* \$ / \$) PT / FT	per participant initially placed in a full-time training-related unsubsidized job for a maximum of _____ planned initial placements.
\$ (or *\$ / \$) PT / FT	per participant retained in a training-related unsubsidized full-time job for ninety (90) consecutive calendar days for a maximum of _____ participants retained 90 days.

* Part-Time/Full-Time

F. Billing for training may occur upon completion of VST training.

- Exception: CONTRACTOR may bill for completion of VST after one (1) week of training if the participant is placed in full-time employment on a job for which he/she was trained.

I. PERFORMANCE REQUIREMENTS SUMMARY (EXHIBIT E)
 (See attached summary)

VIII. NARRATIVE DESCRIPTION OF TRAINING ACTIVITY

Describe ongoing activities for the 32/35 hours participation requirement for both the 20 hours of countable and 12/15 of allowable activities. Include type of training, location, hours, schedule or curriculum if applicable.

Rev. 5/03



Exhibit C

VHAP

Supervisory District —All—

Original

Amendment No.

Modification No.

FISCAL YEAR 2003/2004

REFUGEE EMPLOYMENT PROGRAM

EXHIBIT C

STATEMENT OF WORK

VOCATIONAL HEALTH ASSESSMENT PROGRAM (VHAP)
SERVICES AND PROGRAM ACTIVITIES

- I. PURPOSE AND OBJECTIVE:** This statement of work specifies the duties and responsibilities of the CONTRACTOR.

The CONTRACTOR is responsible for accepting referrals from REP contractors (Service Providers) and/or Central Intake Unit (CIU) of program participants who are declaring themselves unable to fully participate in program activities due to health limitations.

II. PROGRAM REQUIREMENTS AND RESTRICTIONS

The Vocational Health Assessment Program (VHAP) team will consist of a Physician Specialist (M.D.) with experience in occupational health, workers compensation and vocational rehabilitation; one full-time Utilization Review (UR) nurse (R.N.) with experience in medical case management, and an ancillary support person.

III. RESPONSIBILITIES OF THE CONTRACTOR

- A. The CONTRACTOR shall review documents forwarded by the Service Provider and/or CIU which will include a medical statement signed by a physician, a Release of Medical Information signed by a participant, and any other available medical information.
- B. Upon referral to the CONTRACTOR, a file will be established and initial intake and data collection shall be initiated. Data collection shall include, but not be limited to, the nature of the complaint(s) and health limitation(s), activity that may be limited (including a description of the functional activities involved), and treatment history, if any.

- C. CONTRACTOR shall evaluate, review, and assess a refugee's physical health based on the written medical information submitted, to help determine what training and/or occupation is appropriate for the refugee, considering his/her health condition.
- D. The CONTRACTOR may request and obtain additional or more pertinent medical information from the participant or their physician as needed to complete an assessment.
- E. A final assessment of the participant's actual physical limitations and ability to participate in program activities will be completed based upon the medical documentation made available by the participant's physician and/or the Service Provider.
- F. The final assessment shall be sent directly to the participant, and a copy sent to the Service Provider and/or CIU.
- G. The assessment shall inform the participant that all findings are a result of information received from the physician, and that the participant should contact the physician for further information.
- H. The CONTRACTOR shall provide phone consultation to Service Providers as needed to assist them in determining suitable activities and appropriate employment placements. The CONTRACTOR may limit phone consultations to a maximum of 150 hours, accumulated during the term of the CONTRACT.
- I. Any referral received, regardless of the physician's diagnosis, in which the CONTRACTOR determines a possible mental health or substance abuse issue may exist, shall be returned immediately to the Service Provider and/or CIU for referral to appropriate mental health/substance abuse providers and a copy provided to the COUNTY.

IV. REPORTING REQUIREMENTS

CONTRACTOR shall be responsible for tracking and reporting on a monthly basis, the following data:

- A. The number of participants who have been identified as not having a valid physical or psychological limitation and who were returned to active program participation. Any participants who present two or more requests for limitation of activity in a six-month period will be identified and appropriately reported.

- B. The number of participants who have valid limitations but who may be capable of modified activities and who are returned to program participation.
- C. The number of participants with valid physical limitations who are not able to participate in program activities.
- D. The number and percentage of physicians, by name, who respond to requests for information.
- E. The number of referrals received from each Service Provider, by month, and the results of each referral, including the diagnoses of the physician and the recommendations included in the final VHAP assessment.

V. PROGRAM PERFORMANCE STANDARDS

Activities	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
No. of Files Established				
No. of Completed Assessments				

VI. METHOD OF COMPENSATION

- A. These unit prices are for intake, assessment and consultation, including cost of administration.
- B. The COUNTY will reimburse the CONTRACTOR on the basis of the fixed unit prices specified in the schedule below:

\$50.00	per file established for a maximum of _____ files established.
\$130.00	per completed assessment for a maximum of _____ assessments completed.

- C. Monthly billing invoices must include a copy of the final assessment.
- D. In cases when the CONTRACTOR receives a referral for a particular participant more than once during the course of this contract period, this additional referral will be treated as a separate referral.
- E. Should the referrals to VHAP by the Service Providers exceed the stated goals for the contract period, the CONTRACTOR will continue to process and assess medical statements without additional compensation.



Exhibit C
Supervisory District All
Original X
Amendment No.
Modification No.

FISCAL YEAR 2003/2004
EXHIBIT C

STATEMENT OF WORK

Central Intake Unit (CIU)
Intake/Screening, Assessment/Referral
and Follow-Up Services

- I. **PURPOSE AND OBJECTIVE:** This statement of work specifies the duties and responsibilities of the CONTRACTOR.

This program component provides intake/screening, assessment/referral and follow-up services.

II. **PROGRAM REQUIREMENTS AND RESTRICTIONS**

A. Eligible Participants:

- **May be CalWORKS, RCA or Asylee**
- Any childless refugee or parents not receiving public assistance.

III. **PROGRAM ACTIVITIES**

The service provider of this activity is responsible for:

- A. Accepting refugees receiving public assistance (RCA, CalWORKS and GR) from the County Department of Public Social Services (DPSS).
- B. Determine the necessary services a refugee needs to become self-sufficient.
- C. Managing the refugee through those services.
- D. Determining eligibility of the refugee for services.
- E. Certifying registration and participation to DPSS.
- F. Assessing employability and English-speaking ability.

- G. Does an initial appraisal/assessment of the RCA/GR/CaWORKS recipient. The appraisal/assessment must consider self-sufficiency as a goal within the shortest time possible.
- H. Develops the Family Income Summary.
- I. Referring refugees to the appropriate training/employment REP services in accordance with the County plan, as well as, to other needed services, such as mental health counseling, health services, domestic violence, substance abuse assistance, etc.
- J. Monitoring his/her progress and provides required information to DPSS.
- K. Providing follow-up/tracking services as a liaison with DPSS and the Refugee Project Director.
- L. Participates in the Mandatory Work Registration.
- M. Conducting a language appropriate orientation including an overview of the Refugee Employment Program.
- N. Assigning REP participants to the linguistically and geographically appropriate REP Service Provider.

IV. RESPONSIBILITIES OF CONTRACTOR

A. Intake/Screening

- 1. The CIU will process refugee lists provided by DPSS.
- 2. The CIU will evaluate all referrals of refugees applying for or receiving Refugee Cash Assistance (RCA) from DPSS and certify to DPSS that they have registered with the CIU.
- 3. The CIU will accept referrals from public and private agencies or self-referrals.
- 4. The CIU will conduct intake and screening for any refugee who is re-entering the REP system after the participant's case has been closed for one year or more to determine the person's current eligibility for REP services.
- 5. The CIU will screen all registrants to determine eligibility for services. Determination of eligibility for services requires use of the following criteria:

- In the U.S. five (5) years or less.
 - Must be an eligible refugee as indicated on the I-94 or formerly had refugee status if currently a resident alien as indicated on the I-151 or I-155.
 - Must be 16 years or older.
 - Cannot be a full-time student in primary or secondary school unless a mandatory participant referred by DPSS.
6. The CIU will provide a language appropriate orientation to eligible registrants including an overview of the Refugee Employment Program.
 7. The CIU will complete a Rights and Responsibilities document for each RCA refugee whom the CIU serves and document that discussion in the refugee's case file. All RCA refugees will be required to sign the form.
 8. The CIU will establish a case file for each participant at the point of intake and will maintain the case file throughout the participant's eligibility for services.
 9. The CIU must inform voluntary refugees that they will be eligible for services for 90 days if they fail to participate/cooperate with the service providers or refuse a job offer.

B. Assessment Process

1. Registration - The CIU will obtain the demographic information from the refugee and enter the data into the County MIS system as mandated by DCSS.
2. Initial Assessment - The CIU will conduct an initial assessment of each participant's English ability and employment potential in order to properly refer for services and to provide necessary and accurate background information to service providers.

The CIU shall conduct standardized assessments to administer and evaluate and provide adequate overview of skills, interests, aptitudes and abilities which will assist the Contractor in determining appropriate referral options.

3. The Contractor shall ensure an accurate evaluation of each participant's assessment information to make an appropriate

service referral. All elements of the assessment shall be taken into consideration, and a summary of the assessment findings shall be written.

C. Referral Procedures

The CIU shall assure impartial and equitable referrals of refugees to available training/employment services. Referrals must be consistent with the refugee's needs as determined in the appraisal process.

1. Contractor shall evaluate assessment information to determine the next appropriate REP component leading to self-sufficiency in the shortest time possible.
2. No referral will be made without the full knowledge and consent of the participant. Contractor therefore shall assure that the following actions are taken:
 - a. All appraisal and assessment information gathered shall be completely reviewed with the participant.
 - b. A thorough orientation to the Refugee Employment Program including information on the Mandatory Work Registration Requirements, participant rights and responsibilities, overview of the referral process, overview of the types of services provided in REP, an overview of the REP participant grievance process, the Family Self-Sufficiency Plan (FSSP) and Welfare Reform.
 - c. Contractor shall adhere to the County referral requirement: RCA, GR, asylees and non-cash refugees may be referred to one of the following components: PET, PELT, STEP/R. CalWORKs refugees to CELT, VST, WEX, STEP/C and AFSS. No concurrent referral shall be permitted.
 - d. Contractor shall consider available REP resources within one (1) hour travel time from the participant(s) residence.
3. Contractor shall take the following into consideration when identifying a service provider referral:
 - a. Priority shall be given to service providers that are physically located within one (1) hour travel time from the residence of the participant.
 - b. The participant's assessment results.

- c. Availability of appropriate component services.
 - d. Time schedule of classes and training available.
 - e. Availability of openings in appropriate service programs.
 - f. Aid type and length of time on aid.
4. A cumulative equitable referral report shall be generated monthly showing the number of slots each provider has in each district by component type, the number of participants referred to each component program within each district, and the percentage of component slots filled with clients referred by the Contractor.
 5. As needed, the Contractor shall meet with service providers to discuss problems regarding participant flow and referrals, as well as to share information about service provider program changes.
 6. In addition, to the extent possible, referral to counseling will be provided to participants having family/personal problems, domestic violence, substance abuse, possible mental health problems, as identified in the assessment process and which affect compliance with REP services.
 7. No RCA participant may be referred to WEX, AFSS, or STEP/C. A referral to CELT or VST may only occur if he/she will complete training three (3) months prior to time expiration.
 8. CalWORKs participants may not be referred to the PET, PELT or STEP/R components.

D. Other Services

The CIU will provide ongoing services, as needed, to participants beyond the initial assessment and referral for services. These activities are performed to assure that participants remain active in services and obtain the assistance needed to continue participation and become self sufficient and include:

1. Prior to referral to a REP service provider, the CIU will secure medical information from clients who claim to be too ill to participate in services at the time of intake or for whom DPSS has granted an exemption from participation due to incapacity. The CIU will route this information to the Vocational Health Assessment Project (VHAP) for

evaluation. Based on results of the VHAP evaluation, participants will be recalled for continued participation or a recommendation for exemption will be made to DPSS if necessary.

2. Follow-up on all refugees who have been in the United States for five years or less who are terminated from public assistance.
3. Follow-up on all refugees who have been in the United States for five years or less who are receiving CalWORKS or RCA and not active in REP.
4. At the request of a service provider or participant, determine if a participant meets the criteria for exemption and if criteria are met, make a recommendation for exemption to DPSS with appropriate back up information. Report results of exemption determination and DPSS decision to service provider and/or participant.
5. Register refugees eligible for discretionary programs conducted by the County Refugee Employment Program contractors.

V. PROGRAM PERFORMANCE STANDARDS

CONTRACTOR goals are:

Activities	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Intake/Screening Completed				
Assessments Completed				
Referrals				
Follow-up/Tracking				

VI. METHOD OF COMPENSATION

- A. These unit prices are program cost associated with the costs of administration, intake, assessment and referrals for participants receiving CIU services.

- B. The County will reimburse Contractor on the basis of the fixed unit prices specified in the schedule below:

<u>\$80.00</u>	Per participant for a maximum of _____ participants completing the intake/screening process.
<u>\$350.00</u>	Per participant for a maximum of _____ participants completing the assessment/referral process.
<u>\$125.00</u>	Per participant for a maximum of _____ participants completing the referral process.
<u>\$25.00</u>	Per participant for a maximum of _____ participants completing a follow-up/tracking process.

**Exhibit C**

Supervisory District	<u>CIU</u>
Original	<u>X</u>
Amendment No.	<u> </u>
Modification No.	<u> </u>

FISCAL YEAR 2003/2004

EXHIBIT C

STATEMENT OF WORK

CENTRAL INTAKE UNIT (CIU)
COMPLIANCE SERVICES (REP)

I. PURPOSE AND OBJECTIVE: This statement of work specifies the responsibilities of the Central Intake Unit (CIU) Contractor to provide compliance services to SRS participants mandatorily referred to the CIU by DPSS.

II. PROGRAM ACTIVITIES

Based on CalWORKs GAIN Compliance procedures, the CIU is responsible for determining when an SRS participant is non-compliant, notifying DPSS of each non-compliance making cause determinations, developing and following up for the duration of the 20 calendar day compliance period in cases where good cause is not found.

III. RESPONSIBILITIES OF CONTRACTOR

The CIU will have the following responsibilities regarding Compliance Services:

1. Process all instances of compliance for SRS participants occurring both prior to referral to a service provider and compliance reports received from REP providers.
2. Initiate a Multiple Message Fax Memo to DPSS for each instance of compliance appointment date, which is not less than ten workdays following the fax date and within three workdays after faxing DPSS.
3. Receive and files a faxed copy of the Notice of Action sent by DPSS to the participant and follows up with DPSS if not received with three workdays after faxing DPSS.
4. Conduct a cause determination interview with the SRS participant and determine cause of compliance based on CalWORKs GAIN policy.
5. Make necessary referrals to REP service provider utilizing established REP referral guidelines.
6. Initiate a Multiple Message Fax Memo to DPSS after the 20 calendar day compliance period has ended to report the outcome of the compliance process.

7. Receive a fax copy of Multiple Message Fax Memo from DPSS, which confirms sanction action or restores participant eligibility based on outcome of the compliance process.
8. Notify appropriate REP service provider of compliance outcome by forwarding a copy of DPSS sanction action.
9. Process all subsequent compliance by initiating the SRS Compliance Multiple Message Fax Memo to request sanction and receive a faxed confirmation from DPSS as appropriate.
10. Notify appropriate service provider of outcome of subsequent compliance processing.

IV. PROGRAM PERFORMANCE STANDARDS

- A. The costs for Compliance services will be determined by the number of participants receiving compliance activities. The total budget is \$ _____.

V. METHOD OF COMPENSATION

- A. The COUNTY will reimburse the CONTRACTOR on the basis of the fixed unit prices specified in the schedule below:

<u>\$250.00</u>	Per Compliance service processed for a maximum of ____ Compliance services processed.
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VI. NARRATIVE DESCRIPTION OF PROJECT ACTIVITIES

Mandatory SRS participants in REP will be required to enter into a compliance process in the event that he/she fails to comply with CalWORKs GAIN participation requirements. With the assistance of DPSS, the participant will be informed of a pending financial sanction if he/she does not come to a scheduled interview with the CIU to determine whether or not good cause for not complying exists and to be referred to REP services if appropriate. Participants who fail to come to the interview and/or who do not otherwise comply within a 20 calendar day compliance period will be reported to DPSS, and a financial sanction will be imposed. In cases where subsequent compliance occurs, the CIU will notify DPSS and financial sanction will be imposed.



2003/2004

EXHIBIT C

REFUGEE EMPLOYMENT PROGRAM (REP)

STATEMENT OF WORK

ASYLEE OUTREACH

I. PURPOSE AND OBJECTIVE

This statement of work specifies the duties and responsibilities of the CONTRACTOR.

This program component provides outreach information, referral and marketing campaign of Refugee programs to the asylee population of Los Angeles County.

II. PROGRAM REQUIREMENTS

A. Eligible Participants

- Asylees residing in the Los Angeles County

III. PROGRAM ACTIVITIES AND RESPONSIBILITY OF CONTRACTOR

Activities described in this work statement will be provided by the Immigration and Refugee Department of Catholic Charities of Los Angeles.

- A. CONTRACTOR shall provide coordination through Immigration and Naturalization Services (INS) to identify individuals who were granted asylum.
- B. CONTRACTOR shall conduct workshops at appropriate agencies such as INS Asylum Office, INS Detention Centers, Voluntary Agencies (VOLAG), County Refugee Program providers, County Health Clinics, Department of Public Social Services (DPSS), and other Community Based Organizations (CBOs) to facilitate the referral of asylees for services.
- C. CONTRACTOR shall develop and disseminate a resource document brochure describing all the requirements and benefits available to the asylees.

- D. CONTRACTOR shall provide culturally and linguistically appropriate direct outreach to the target population through media including public announcement on radio, television, and print.
- E. CONTRACTOR shall be required to provide information and referrals to link the asylees to the appropriate refugee funded programs or other services.
- F. CONTRACTOR shall ensure eligibility requirements are met in terms of asylum granted.

IV. METHODS OF COMPENSATION

- A. The COUNTY shall reimburse the CONTRACTOR on the basis of the fixed unit price specified below:

Workshops	
<u>\$500.00</u>	per workshop conducted

- 1. CONTRACTOR Goal: ____ workshops
- 2. CONTRACTOR maximum allocation for workshops: \$_____

Referral/Follow-Up	
<u>\$60.00</u>	per referral/follow-up

- 1. CONTRACTOR Goal: ____ referrals/follow-ups
- 2. CONTRACTOR maximum allocation for referral/follow-up: \$_____

Media Outreach	
<u>\$3,000.00</u>	Allocation for media outreach

- B. Total allocation for Asylee Outreach services: \$_____
- C. Reimbursement for these expenses will occur only upon receipt by the COUNTY of support documentation as outlined below:

- Workshops—a completed workshop verification form
 - Referral/Follow-up—a completed referral/follow-up service form
 - Media Outreach—a copy of an agreement for media announcement identifying medium and frequency of the announcements.
- D. All Request for Cash Invoices are due by the 15th of the following month.

CATHOLIC CHARITIES OF LOS ANGELES

ASYLEE SERVICES

WORKSHOP/PRESENTATION

Presentation conducted on: _____ at _____ a.m./p.m.
(date) (time)

Name of Agency/Organization: _____

Location: _____
(street address)

(city) (state) (zip code)

Informational material provided: Yes _____ No _____

If **yes**, type of material: _____

Signature of Agency/Organization Contact Person

Date

Name of the Presenter: _____
(print)

Signature of the Presenter: _____ Date: _____

CATHOLIC CHARITIES OF LOS ANGELES

ASYLEE SERVICES

REFERRAL AND FOLLOW-UP

Name of Participant: _____
(Last) (Middle) (First)

Alien No.: _____ Date Asylum Granted: _____

Are any family members included in the Asylum Granted letter? Yes ____ No ____

If **yes**, relationship: _____

Address: _____

City: _____ Zip Code: _____

A. REFERRAL SERVICE

1. Name of Referred Agency: _____

Address: _____

Phone: (____) _____

Contact Person: _____

2. Name of Service/Program: _____

Participant Signature: _____ Date: _____

Staff Signature: _____ Date: _____

B. FOLLOW-UP

Date of Follow-Up: _____ Contact Person: _____

Result of Follow-Up: _____

Further follow-up needed: Yes ____ No ____

If **yes**, date to follow-up: _____

Staff Signature: _____ Date: _____

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County

1-877-BABY SAFE

1-877-222-9723

www.babysafe-la.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Gratieland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Wanda Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Dori Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

ATTACHMENT: _____

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBLE MATTERS CERTIFICATION
LOWER-TIER TRANSACTIONS

(BEFORE SIGNING, READ ALL INSTRUCTIONS ON THE FOLLOWING PAGES WHICH ARE PROVIDED FOR YOUR INFORMATION IN COMPLETING THIS CERTIFICATION. ONLY THE SIGNED CERTIFICATION FORM NEEDS TO BE RETURNED TO CSS.)

This certification is required by the regulations implementing Executive Order #12549, Debarment and Suspension, 29 CFR, Part 98, Section 98.510, "Participants Responsibilities". The regulations were published as Part IV of the May 26, 1988 Federal Register (pgs. 19160-19211).

- (1.) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b.) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes on commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements or receiving stolen property;
 - (c.) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d.) Have not, within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2.) Where the primary principal is unable to certify any of the statements in this certification, such principal shall attach an explanation to this certification.

TYPE NAME

TITLE

SIGNATURE

CONTRACT (REGISTRATION) NUMBER

ORGANIZATION NAME

DATE

DEBARMENT CERTIFICATION INSTRUCTIONS

1. By signing and submitting this certification, the primary principal is providing the attached certification.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation of this covered transaction. The principal shall submit an explanation of why it cannot provide the attached certification. The certification or explanation will be considered in connection with the Job Training Partnership Division (JTPD) determination whether to enter into this transaction. However, failure of the primary principal to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
3. The certification in this clause is a material representation of the fact upon which reliance was placed when the JTPD determined to enter into this transaction. If it is later determined that the primary principal knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the JTPD may terminate this transaction for cause or default.
4. The primary principal shall provide immediate written notice to the JTPD at any time the primary principal learns its certification was an erroneous when submitted, or has become erroneous by reason of changed circumstance.
5. The **terms “covered transactions”, “debarred”, “suspended”, “ineligible”, “lower-tier transaction”, “participant”, “person”, “primary-covered transaction”, “principal”, “proposal”, and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order #12549.** You may contact your assigned monitor for assistance in obtaining a copy of those regulations.
6. The primary principal agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible o, or voluntarily excluded from participation in this covered transaction, unless authorized by the JTPD.
7. The primary principal further agrees by submitting this certification that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transaction “, provided by the JTPD without modification in all lower-tier covered transactions.

DEBARMENT CERTIFICATION INSTRUCTIONS (CONTINUED)

8. A principal in a covered transaction may rely upon a certification of a principal in lower-tier covered transactions that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A principal may decide the method and frequency by which it determined the eligibility of its principals. Each principal may, but it is not required to check the "List of Parties Excluded From Procurement or Non-Procurement Programs".
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render good faith the certification required by this clause. The knowledge and information of the principal is not required to exceed that which normally possessed by prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph # 6 of these instructions, if a principal in a covered transaction knowingly entered into a lower-tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the JTPD/Department of Labor (DOL) may terminate this action for cause or for default.

NOTE: Type the name and title of the responsible individual. The signature should be the same as the agreement/subgrant (contract) signatory.

Type the agreement/subgrant registration (contract) number, the organizational name and the date signed.

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II - Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:



**FISCAL YEAR 2003/2004
EXHIBIT E**

**LOS ANGELES COUNTY
REFUGEE EMPLOYMENT PROGRAM
PERFORMANCE REQUIREMENTS SUMMARY**

Exhibit E

Original _____
Amendment No. _____
Modification No. _____
PET _____ PELT _____
STEP/R _____ JR/JS _____
CELT _____ VST _____
WEX _____ STEP/C _____
AFSS _____

CONTRACTOR

TYPE OF EMPLOYMENT TRAINING	LENGTH OF TRAINING	# COMPLETING TRAINING	# INITIAL JOB PLACEMENT	# 90-DAY RETENTIONS	# 180-DAY RETENTIONS	WAGE AT PLACEMENT

FISCAL YEAR 2003/2004

COMMUNITY AND SENIOR SERVICES

REFUGEE EMPLOYMENT PROGRAM

BUDGET SUMMARY

CENTRAL INTAKE UNIT

1. **Agency:** Catholic Charities of Los Angeles

2. **Type of Agency:** Non-Profit

3. **Contract Period:** **From:** July 1, 2003 **To:** June 30, 2004

4. X **Original** **Amendment No.** **Modification No.**

5. **Budget Summary for Supervisorial District**

District I X **II** X **III** X **IV** X **V** X

COMPONENTS	TOTAL
1. Intake/Screening Completed	
2. Assessment Completed	
3. Referrals	
4. Follow-up/Tracking	
5. Compliance	
6. Supportive Services	
7. Asylee Outreach	
TOTAL	

Budget Approvals:

A. Contractor _____ Date _____

B. CSS Program Rep. _____ Date _____

C. CSS Supervisor _____ Date _____



FISCAL YEAR 2003/2004

COMMUNITY AND SENIOR SERVICES

REFUGEE EMPLOYMENT PROGRAM

BUDGET SUMMARY

VOCATIONAL HEALTH ASSESSMENT PROJECT

1. Agency: <u>The Center for Family Self-Sufficiency</u>	
2. Type of Agency: Private-for-Profit _____ Public _____ Non-Profit _____	
3. Contract Period: From: <u>July 1, 2003</u> To: <u>June 30, 2004</u>	
4. <u>X</u> Original _____ Amendment No. _____ Modification No. _____	
5. Budget Summary for Supervisorial District: District I <u>X</u> II <u>X</u> III <u>X</u> IV <u>X</u> V <u>X</u>	
A. COMPONENT	B. TOTALS
1. Review Files Established	
2. Medical Assessment Completed	
3. Other	
TOTAL	

=====

Budget Approvals:

A. Contractor _____ Date _____

B. CSS Program Rep. _____ Date _____

C. CSS Supervisor _____ Date _____



FISCAL YEAR 2003/2004

**County Of Los Angeles
Community and Senior Services
Refugee Employment Program**

BUDGET SUMMARY

1. Contractor Name and Address:

2. PET___ PELT___ STEP/R___
JR/JS TRAINING___ CELT___ VST ___
WEX___ STEP/C___ AFSS___ ESS ___
OFF AID___ SS___

3. Type of Agency: () Private-for-Profit () Public () Private-non-Profit () Other

4. Contract Period: From: July 1, 2003 through June 30, 2004

5. (X) Original () Amendment No.____ () Modification No.____

6. Budget Summary for Supervisorial District (circle): I II III IV V

A. COMPONENT	B. TOTAL
1. PET	
2. PELT	
3. STEP/R	
4. JR/JS TRAINING	
5. CELT	
6. VST	
7. WEX	
8. STEP/C	
9. AFSS	
10. ESS	
11. OFF AID	
12. SS	
TOTAL	

Budget Approvals:

A. Contractor_____ Date _____

B. CSS Program Rep. _____ Date _____

C. CSS Supervisor _____ Date _____



ATTACHMENT C

Contract # _____
Amendment # _____

COUNTY OF LOS ANGELES REFUGEE EMPLOYMENT PROGRAM TA/RESS CONTRACT AMENDMENT

THIS AMENDMENT is made and entered into this ____ day of _____, by and between the **COUNTY OF LOS ANGELES**, hereinafter referred to as the "**COUNTY**" and _____, hereinafter referred to as the "**CONTRACTOR**".

WHEREAS, the parties hereto have previously entered into a Contract on _____ as part of the Refugee Targeted Assistance and Refugee Employment Social Services Programs, pursuant to the provisions of Assembly Bill 2635, Chapter 1192, Statutes 1987, Section 13280 of the Immigration and Nationality Act as amended by the Refugee Act of 1980, (Public Law 98-212) 8 USC 1522 (c), hereinafter referred to as the "Act", the Refugee Assistance amendments of 1982 and 1986, and Federal Action Transmittals SSA-AT-79-33 (August 24, 1979 and ORR-AT-80-1 (March 1980) and ORR-AT-82-3 (October 25, 1982) and all applicable California State Budget Control Language.

WHEREAS, the County Board of Supervisors approved an allocation of FY 2003-04 ORR TA/RESS Program monies to the currently funded agencies; and

WHEREAS, the parties desire to amend said Contract in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the parties agree to amend the contract as follows:

CONTRACT FUNDING, is amended as follows:

1. **COUNTY** shall reimburse **CONTRACTOR** an additional amount not to exceed \$ _____ in ORR Refugee Program Grant funds, as specified in the Budget Summary, Exhibit E such that the total amount of the contract as amended shall not exceed \$ _____ beginning _____ through _____ for services provided through ORR Refugee Program Grant funds.
2. **COUNTY** shall deduct from **CONTRACTOR** an amount not to exceed \$ _____ in ORR Refugee Program Grant funds, as specified in the Budget Summary, Exhibit E such that the total amount of the contract as amended shall not exceed \$ _____ beginning _____, through _____ for services provided through ORR Refugee Program Grant funds.

ATTACHMENT D**MINORITY/WOMEN PARTICIPATION VENDOR SURVEY****REP SERVICE PROVIDERS**

Agency Name	Board Members	Staff
	% Minority/% Women	% Minority/% Women
1. African Community Resource Center*	100%/70%	100%/80%
2. Armenian Evangelical Social Service Center	36%/36%	84%/84%
3. Armenian Relief Society	100%/100%	100%/95%
4. Catholic Charities of Los Angeles	19%/28%	92%/65%
5. CBD College	40%/40%	92%/46%
6. Community Enhancement Services	40%/20%	50%/100%
7. Economic and Employment Development Center	100%/20%	100%/29%
8. International Institute of Los Angeles	38%/50%	86%/79%
9. Jewish Vocational Service	50%/50%	100%/100%
10. Los Angeles Unified School District	57%/43%	98%/66%
11. Center for Family Self-Sufficiency	50%/50%	80%/80%
12. Unified Vietnamese Community Council	100%/0%	100%/62%

*Funding on hold pending outcome of unresolved auditing/performance issues.